



Clackamas Fire District #1

Board Meeting Briefing Packet

June 26, 2023



CLACKAMAS FIRE DISTRICT #1

Here for you

Board of Directors' Meeting

JUNE 26, 2023

Meeting Location: Hybrid: Station 5/Remote Video Conferencing

5:00 pm

AGENDA

REGULAR SESSION

- I. **CALL TO ORDER PER ORS 192.610 TO 192.690**
ORS 192.650 – The meeting is being recorded.
- II. **PLEDGE OF ALLEGIANCE**
- III. **CHANGES TO AGENDA**
- IV. **APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING ON MAY 15, 2023 (Pg. 5)**
- V. **PUBLIC COMMENT** (*The President will call for statements from citizens regarding District business, not to exceed three minutes per person.*)
- VI. **NEW EMPLOYEE INTRODUCTIONS** – Fire Chief Nick Browne
- VII. **SWEARING-IN OF BOARD OF DIRECTORS** – Chief Nick Browne
- VIII. **SUPPLEMENTAL BUDGET HEARING**
 - B-1 **Request Board Approval of Resolution 23-04 – Adopting and Appropriating Supplemental Budget for Fiscal 2022-23** – CFO Mark Whitaker (Packet Pg. 10)
- IX. **BUDGET HEARING**
 - B-2 **Request Board Approval of Resolution 23-05 – Adopting the Budget, Making Appropriations, and Levying Taxes for Fiscal 2023-24** – CFO Mark Whitaker (Packet Pg. 13)
- X. **PRESENTATION – ANNUAL WORKERS' COMPENSATION RENEWAL**
– Agent of Record Jeff Griffin from Wilson-Heirgood Associates

XI. BUSINESS – Action required

- B-3 Request Board Approval of Workers’ Compensation Renewal –**
CFO Mark Whitaker (Packet Pg. 16)
- B-4 Request Board Approval of Station 1 Fencing Project –**
Division Chief Huffman (Packet Pg. 40)
- B-5 Request Board Approval of Cardiac Monitor replacement through FEMA grant –** Division Chief Huffman (Packet Pg. 64)
- B-6 Request Board Approval of Resolution 23-06 – Resolution concurring with amendment to the Clackamas industrial area urban renewal plan –** CFO Mark Whitaker (Packet Pg. 84)
- B-7 Request Board Delegation for IT Services Contract –** AC Brian Stewart (Packet Pg. 93)
- B-8 Request Local Contract Review Board Approval of Special Procurement for Darkhorse Emergency Corporation–** AC Brian Stewart (Packet Pg. 95)
- B-9 Request Board Approval of Contract for Services with Darkhorse Emergency Corporation –** AC Brian Stewart (Packet Pg. 98)
- B-10 Request Board Approval to Certify the Election Results for Three Directors to Clackamas Fire District #1 and Request Approval of Resolution 23-07 Certifying results from the Emergency Services Levy for the May 16th 2023 Election -** Chief Nick Browne (Packet Pg. 117)

XII. OTHER BUSINESS – No action required

- OB-1 Board Committee/Liaison Reports**
 - Executive Committee – President Wall/Director Syring
 - Interagency Committee – Director Joseph/Director Syring
 - OFDDA – Director Cross
 - Volunteer Association Liaison – Director Syring

- OB-2 Board Informational Updates/Comments**

XIII. INFORMATIONAL ONLY

A. Division/Department Reports

- R-1a Office of the Fire Chief – Fire Chief Nick Browne (Packet Pg. 136)
- R-1b Office of Strategic Services – Assistant Chief Brian Stewart

R-1c Office of Business Services – Assistant Chief Steve Deters

R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker (Packet Pg. 139)

R-1e Office of Emergency Services – Division Chief Dan Mulick

R-1f Professional Firefighters of Clackamas County Local 1159 – Shop
Steward Andrew Gordian

R-1g Volunteer Association Report – Volunteer Coordinator Ryan Kragero and
President Jerry Kearney

B. CORRESPONDENCE

C. INFORMATIONAL ITEMS

D. NEXT MEETING

The next Board of Directors’ meeting will be on Monday, July 17, at 5:00 pm. The meeting will be hybrid with the public invited to attend either by remote video conferencing or in person at Station 5 (9339 SE Causey Ave, Happy Valley, OR 97086).

X. ADJOURNMENT



Here for you

**REGULAR BOARD OF DIRECTORS' MEETING MINUTES
May 15, 2023**

ATTENDANCE

Board of Directors: Chris Hawes, Thomas Joseph, Jay Cross, Jim Syring, and Marilyn Wall.

Others present: Steve Deters, Heather Goodrich, Jerry Kearney, Ryan Kragero, Sam McCullough, Jessamyn Ode, Shawn Olson, Ariel Roberts, Brian Stewart, Mark Whitaker, Doug Whiteley, – Clackamas Fire; Jason McKinnon and Phil Schneider – Sandy Fire.

Other community members and citizens were in attendance. The full video conferencing attendance can be provided upon request.

**I. CALL TO ORDER PER ORS 192.610 TO 192.690
ORS 192.650 – The meeting is being recorded.**

President Wall brought the meeting to order at 5:00pm.

II. PLEDGE OF ALLEGIANCE

III. CHANGES TO AGENDA

Chief Browne shared that he will be giving the report for R-1e for Emergency Services with his report for the Fire Chief's Office.

Timestamp: 01:15 – 01:35

IV. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING ON APRIL 17, 2023

Minutes were approved as written.

Timestamp: 01:35 – 01:54

V. PUBLIC COMMENT *(The President will call for statements from citizens regarding District business, not to exceed three minutes per person.)*

No comments.

VI. BUSINESS – Action required

None.



Here for you

VII. OTHER BUSINESS – No action required

OB-1 Board Committee/Liaison Reports

None.

OB-2 Board Informational Updates/Comments

Director Hawes shared that Missing in America Projects of Oregon and Washington will have an internship ceremony on May 31 at 1:15pm at the Willamette National Cemetery.

Timestamp: 03:06 – 04:06

VIII. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief and Office of Emergency Services– Fire Chief Nick Browne

Chief Browne reported that the District has been busy with community events including presentations and four open houses regarding the levy. He also gave an update on the apprentice firefighter program. He highlighted that there was a two-alarm fire in Oak Grove.

Timestamp: 04:06 – 07:47

R-1b Office of Strategic Services – Assistant Chief Brian Stewart

AC Stewart reported on some staffing updates. He also shared that they are preparing for the Gladstone Open House.

Timestamp: 07:47 – 09:47

R-1c Office of Business Services – Assistant Chief Steve Deters

AC Deters reported that they are busy with the apprenticeship program and the Sandy transition.

Timestamp: 09:47 – 10:38

R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker

CFO Whitaker went over the finance report. Budget actuals are where they expected them to be. He also shared that they filled a Program Specialist position in Logistics. CFO Whitaker is working with Sandy Fire on their budget and will attend their upcoming Budget Committee meeting. The Clackamas Budget Committee meeting will be Thursday, May 25 at 5:00pm.

Director Hawes asked how D Shift has affected the overtime. Discussion followed.



Here for you

Timestamp: 10:38 – 14:11

R-1e Office of Emergency Services – Fire Chief Nick Browne
(See above)

R-1f Professional Firefighters of Clackamas County Local 1159 –
Shop Steward Andrew Gordian
No report.

R-1g Volunteer Association Report – Volunteer Coordinator Ryan Kragero and
President Jerry Kearney
VC Kragero reported on the station coverage, training drills, and staffing updates.
CFD Volunteers helped with Sandy’s Sportsman breakfast event. He commended DC
Huffman and Captain Colvin on a recent virtual reality training.

President Kearney was present and had nothing further to report.

Timestamp: 14:11 – 17:47

B. Correspondence

Noted.

C. Informational Items

Noted.

D. Next Meeting

The next Board of Directors’ meeting will be on Monday, June 26, 2023, at 5:00 pm.
The meeting will be hybrid with the public invited to attend either by remote video
conferencing or in person at Station 5 (9339 SE Causey Ave, Happy Valley, OR
97086).

IX. REGULAR MEETING RECESSED

President Wall recessed the meeting at 5:18pm.

**X. EXECUTIVE SESSION CALLED TO ORDER UNDER ORS 192.660(2)(a) TO
DISCUSS A PERSONNEL MATTER**

XI. REGULAR MEETING RECONVENED

President Wall reconvened the regular Board of Directors’ meeting at 5:45pm.



Here for you

XII. ADJOURNMENT

President Wall adjourned the meeting at 5:45pm.

Minutes recorded by Program Specialist Ariel Roberts and prepared by Administrative Technician Jessamyn Ode.

President Marilyn Wall

Secretary Chris Hawes



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Supplemental Budget Request

Action Requested

Staff requests approval of the FY 2022-23 Supplemental Budget as presented in Resolution 23-04.

Background

A supplemental budget is necessary to adjust the budget to reflect revenues and expenses that were not anticipated at the time of budget adoption. Supplemental adjustments are largely necessary because the district experienced higher expenses than expected in operational replacement and cost-sharing payments for GEMT (offset by higher GEMT revenue). Adjustments are also necessary due to midyear staffing changes that moved employee expenses into other appropriation categories like the Chief's Office.

The supplemental budget will ensure that the fire district does not overspend any of its appropriation categories and remains in compliance with local budget law. Currently, the Chief's Office and Emergency Operations would likely overspend their appropriation authority without these adjustments.

Attachment A details the specific adjustments that are requested in the supplemental budget. Overall, the budget remains balanced as the increased expenditures are expected to be offset by higher revenues from property tax, GEMT, and reimbursements. The expectation is that the General Fund will end FY 2022-23 with a small surplus, as total revenues should slightly exceed expenses.

Staff Recommendation

Staff recommends approval of the supplemental budget for FY 2022-23 as presented in Resolution 23-04 and Attachment A to recognize unanticipated revenues and expenses.



CLACKAMAS FIRE DISTRICT #1

Here for you

RESOLUTION 23-04

Adopting and Appropriating Supplemental Budget for FY 2022-23

Whereas, Oregon Local Budget Law ORS 294 allows governing bodies of municipal corporations to prepare supplemental budgets to allow for expenditures necessitated by unforeseen circumstances; and;

Whereas, the District has received additional revenues from taxes, reimbursements, and other resources; and;

Whereas, the District has experienced increased expenses related to unexpected staffing changes, operational replacement, and professional services; now therefore be it

Resolved, that the Board of Directors of Clackamas Fire District hereby authorizes the following adjustment of appropriations for the fiscal year beginning July 1, 2022:

General Fund	Adopted Budget	March Supplemental	June Supplemental	Revised Budget
Fire Chief's Office	\$ 487,527	-	\$ 100,000	\$ 587,527
Emergency Services	47,553,333	2,297,890	850,000	50,701,223
Business Services	17,251,295	(430,390)	-	16,820,905
Debt Service	2,811,300	-	-	2,811,300
Transfers Out	192,000	487,600	-	679,600
Contingency	2,702,580	(412,600)	-	2,289,980
Total General Fund Appropriations	\$ 70,998,035	\$ 1,942,500	\$ 950,000	\$ 73,890,535

Adopted this date, June 26, 2023.

President, Board of Directors

Secretary, Board of Directors

ATTACHMENT A

Changes to General Fund Resources

CY Property Taxes	\$160,000
Health Reimbursements	\$250,000
Workers' Compensation Reimbursements	\$100,000
GEMT Revenue	\$720,000
Other Revenues	\$50,000
Transportation Response Revenue	-\$125,000
Grant Revenue	-\$85,000
PY Property Taxes	-\$120,000
Total	\$950,000

Changes to General Fund Expenses

Chief's Office	Non-exempt Staff Group	\$30,000
Chief's Office	Exempt Staff Group	\$15,000
Chief's Office	PERS Employer	\$10,000
Chief's Office	Deferred Compensation	\$10,000
Chief's Office	Dues & Publications	\$10,000
Chief's Office	Professional Services	\$25,000
General Operations	Fire Fighter	\$250,000
General Operations	Premium Pay	\$55,000
General Operations	Operational Replacement	\$325,000
General Operations	PERS Employer	\$75,000
EMS	Professional Services	\$145,000
Total		\$950,000



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Budget Adoption for Fiscal Year 2023-24

Action Requested

Staff requests adoption of the FY 2023-24 budget as presented in Resolution 23-05.

Background

The Clackamas Fire District Budget Committee approved the Proposed Budget on May 25, 2023.

The resolution adopts the appropriation levels, permanent tax rate, local option levy rate, and general obligation bond amount exactly as approved by the Budget Committee.

Staff Recommendation

Staff recommends approval of Resolution 23-05 – Adopting the Fiscal Year 2023-24 Budget, Making Appropriations, and Levying Taxes.



CLACKAMAS FIRE DISTRICT #1

Here for you

RESOLUTION 23-05

Adopting the Fiscal Year 2023-24 Budget, Making Appropriations, and Levying Taxes

Whereas, Oregon Local Budget Law ORS 294 requires governing bodies of municipal corporations to prepare present, and adopt budgets estimating resources and requirements prior to the beginning of a fiscal year; and

Whereas, Oregon Local Budget Law ORS 294 also requires consideration and approval of the proposed budget and tax levy by the Budget Committee prior to adoption; and;

Whereas, ORS 294.353 allows the governing body of a special district to eliminate unnecessary funds by resolution; and

Whereas, the Clackamas Fire District #1 Budget Committee approved the FY 2022-23 Proposed Budget and tax levy on May 25, 2023; now therefore be it

Resolved, that the Board of Directors of Clackamas Fire District hereby adopts the budget for the fiscal year beginning July 1, 2023, in the total sum of \$106,069,645; and further

Resolved, that the appropriation amounts and purposes for the fiscal year beginning July 1, 2022, are hereby appropriated as follows:

General Fund

Fire Chief's Office	\$ 1,027,450
Emergency Services	58,963,105
Business Services	18,382,143
Debt Service	2,915,620
Transfers Out	7,900,000
Contingency	3,229,000
Total General Fund	<u>\$ 92,417,318</u>

Grants Fund

Emergency Services	\$ 1,620,620
Capital Outlay	935,000
Contingency	100,000
Total Grants Fund	<u>\$ 2,655,620</u>

Equipment Replacement Fund

Transfers Out	\$ 20,000
Total Equipment Replacement Fund	<u>\$ 20,000</u>

Capital Replacement Fund	
Capital Outlay	\$ 6,469,450
Debt Service	<u>585,000</u>
Total Capital Replacement Fund	\$ 7,054,450

Enterprise Fund	
Transfers Out	\$ 30
Total Enterprise Fund	\$ 30

Debt Service Fund	
Debt Service	<u>\$ 2,330,300</u>
Total Debt Service Fund	\$ 2,330,300

Capital Construction Fund	
Capital Outlay	\$ 300
Total Capital Construction Fund	\$ 300

Wildland Mitigation Fund	
Wildland Mitigation	\$ 1,460,307
Capital Outlay	11,320
Transfers Out	70,000
Contingency	<u>50,000</u>
Total Wildland Mitigation Fund	\$ 1,591,627

Total FY 2023-24 Appropriations \$ 106,069,645

Resolved, that the Board of Directors of Clackamas Fire District hereby imposes the taxes provided in the Adopted Budget at the rate of \$2.4012 per \$1,000 of assessed value for the permanent tax rate, \$0.52 per \$1,000 of assessed value for the local option tax levy, and in the amount of \$2,330,300 for debt service on general obligation bonds; and that these taxes are hereby imposed and categorized for the tax year 2023-24 upon the assessed value of all taxable property within Clackamas Fire District.

Resolved, that the following allocation and categorization, subject to the limits of section 11b, Article XI of the Oregon Constitution constitute the above aggregate levy:

	<u>General Government</u>	<u>Excluded from Limitation</u>
Permanent Tax Rate	\$2.4012 / \$1,000	\$0
Local Option Tax Levy	\$0.52 / \$1,000	\$0
General Obligation Bond	\$0	\$2,330,300

Resolved, that the Secretary certify to the County Assessor and the County Treasurer of Clackamas and Multnomah Counties, Oregon the tax levy made by this resolution and shall file with them a copy of the budget as finally adopted.

Resolved, that the Fiscal Year 2023-24 budget closes the district's Enterprise Fund and Equipment Replacement Fund.

Adopted this date, June 26, 2023.

President, Board of Directors

Secretary, Board of Directors



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	FY 2023-24 Workers Compensation Renewal

Action Requested

Staff requests review of the Workers' Compensation proposal and approval of the Worker's Compensation policy.

Background

The District's Workers' Compensation policy period is from July 1, 2022 through June 30, 2023 and is up for renewal. Wilson-Heirgood Associates (WHA), as the District's Agent of Record for General Liability and Workers' Compensation Insurance, requested proposals from the available carriers in Oregon. The only quote received was from our current carrier SAIF Corporation. In previous years, the district has also received quotes from 7710 Insurance and Special Districts Insurance Services (SDAO). SDAO no longer provides workers compensation coverage and 7710 Insurance declined to provide a quote for the upcoming term because of concerns about Oregon's performance with presumption claims.

The quoted premium for the FY 2023-24 policy period is \$1,047,536. This is a significant increase (63%) above the premium for the current year. As described below, there are several factors that contribute to how the premium is calculated. Most notable, however, is the increasing cost of the district's claims, which have already exceeded \$1.1 million for FY 2022-23.

There are several determining factors that are used to calculate Workers' Compensation premiums. Initially, premiums are calculated on the expected payroll for the ensuing year; as personnel service costs increase so do Workers' Compensation expenses. This accounts for a share of the large cost increase for Clackamas Fire in FY 2023-24 because of the increase in payroll expenses due to the new employees from the levy, Sandy contract for service, and apprenticeship program. Once applicable payroll is determined, the base premium is calculated using a pure rate factor based on the job type. The 2023 pure rate is \$4.25 per hundred dollars in the Firefighters and Drivers Class Code 7710, which is the bulk of the payroll used for calculating premiums. This represents a 14.9% increase over the previous year's rate of \$3.70 per hundred dollars.

Last year, SAIF provided a proposal with an experience modifier that was a 0.66 based on losses for policy years 2018-2020. Effective 7/1/2023, the experience rate modifier will increase to 0.84 using policy year losses for 2019-2021. This represents a 27% increase in the experience modifier and is also contributing to the increase in Clackamas Fire's 2023-24 premium.

Budget Implications

The new premium exceeds the amount budgeted for FY 2023-24 (\$833,000). The district will need to identify approximately \$215,000 in savings or additional revenue to make up the difference. The rising costs due to presumption claims and the district's claims experience mean that the district will likely need to budget for additional significant increases over the next few years.

Staff Recommendation

Staff recommends approval of the worker's compensation insurance policy from SAIF for FY 2023-24 at the cost of \$1,047,536.

Clackamas County F.D. #1

“CHARTING
a COURSE

FOR A

SECURE FUTURE”

Workers' Compensation
07/01/2023 – 07/01/2024



Presented by:

Jeff Griffin & Jennifer King

Eugene & Wilsonville offices

Direct: (541) 284-5835 | Mobile: (541) 870-0937

Fax: (541) 484-5434 | Phone: (800) 852-6140

Email: jking@whainsurance.com

WHA



INSURANCE



Our Mission Statement

To **Lead Our Industry** By
Providing Services That
Help Our Clients Manage
And Protect Their Assets

Toll Free (800) 852-6140 | Local (541)342-4441 | FAX (541) 484-5434

2930 Chad Drive, Eugene Oregon, 97408

www.WHAINSURANCE.com

YOUR SERVICE TEAM



JENNIFER KING, CPIW, CPIA
ACCOUNT EXECUTIVE

JKing@whainsurance.com

Direct: 541.284-2835 | Mobile: 541.870.0937

Coverage & Renewals



CHRISTIE MONTERO, CIC, CISR
ACCOUNT MANAGER

CMontero@whainsurance.com

Direct: 541.284-5855

Policy Changes & Certificates of Insurance



BETTY BERRY
CLAIMS CONSULTANT

BBerry@whainsurance.com

Business: 541.342.4441

Claims & Return-to-Work

ADDITIONAL SERVICE TEAM MEMBERS

LEEANN MILES
Account Manager

SARAH KUNZ
Department Manager

TABLE OF CONTENTS

YOUR SERVICE TEAM 2

SERVICES WE OFFER 4

PROGRAM INFORMATION 5

WORKERS' COMPENSATION COVERAGE 6

UNDERSTANDING YOUR RATES 8

CLASS CODES 9

LOSS HISTORY SUMMARY 14

POLICY PERFORMANCE 15

SAIF RENEWAL QUOTE 16

RENEWAL YEAR COMPARISON 17

SAIF PARTNERSHIP BENEFITS 18

MARKETING EFFORTS 19

DIVIDEND BY POLICY YEAR 20

WEBSITE FEATURES 21

NOTICE OF ELECTION 22

AUTHORIZATION FORM 23

SERVICES WE OFFER

ONSITE SERVICES

- Loss Control Evaluation
- Safety Committees
- Competitive Quotes and Plan Comparisons

REMOTE SERVICES

- Daily Early Claims Identifier Report
- Monthly Loss Ratio Review
- Unit Stat Review
- Experience Modifier Calculation
- Road Observation Reports
- Nondisabling Claims Reimbursement Analysis

ONLINE RESOURCES



PROGRAM INFORMATION

The following pages constitute what we refer to as a **Proposal of Insurance**.

The coverage, definitions and limits explained hereafter is a simplified outline of the insurance policies we recommend.

THE POLICY ITSELF SHOULD BE USED AND READ FOR EXACT COVERAGES, DEFINITIONS, CONDITIONS AND EXCLUSIONS PERTAINING TO YOUR SPECIFIC INSURANCE PROGRAM, COVERAGE MAY DIFFER BY STATE

WORKERS' COMPENSATION COVERAGE

EFFECTIVE DATES

7/01/2023 – 7/01/2024

STATES COVERED

Oregon

LIMITS OF INSURANCE

Workers' Compensation Insurance: Part One

Exclusive Remedy means that if any injury is work related, it is covered, regardless of who is at fault. The employee can't sue the employer for workplace accidents and illnesses and the employer can't frivolously deny claims.

Employers Liability: Part Two

Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 each employee
Bodily Injury by Disease	\$ 500,000 policy limit

Employers Liability coverage protects your company should an employee claim that his or her injury or illness was caused by your company's negligence or failure to provide a safe workplace.

PREMIUM BASIS (auditable)

Remuneration

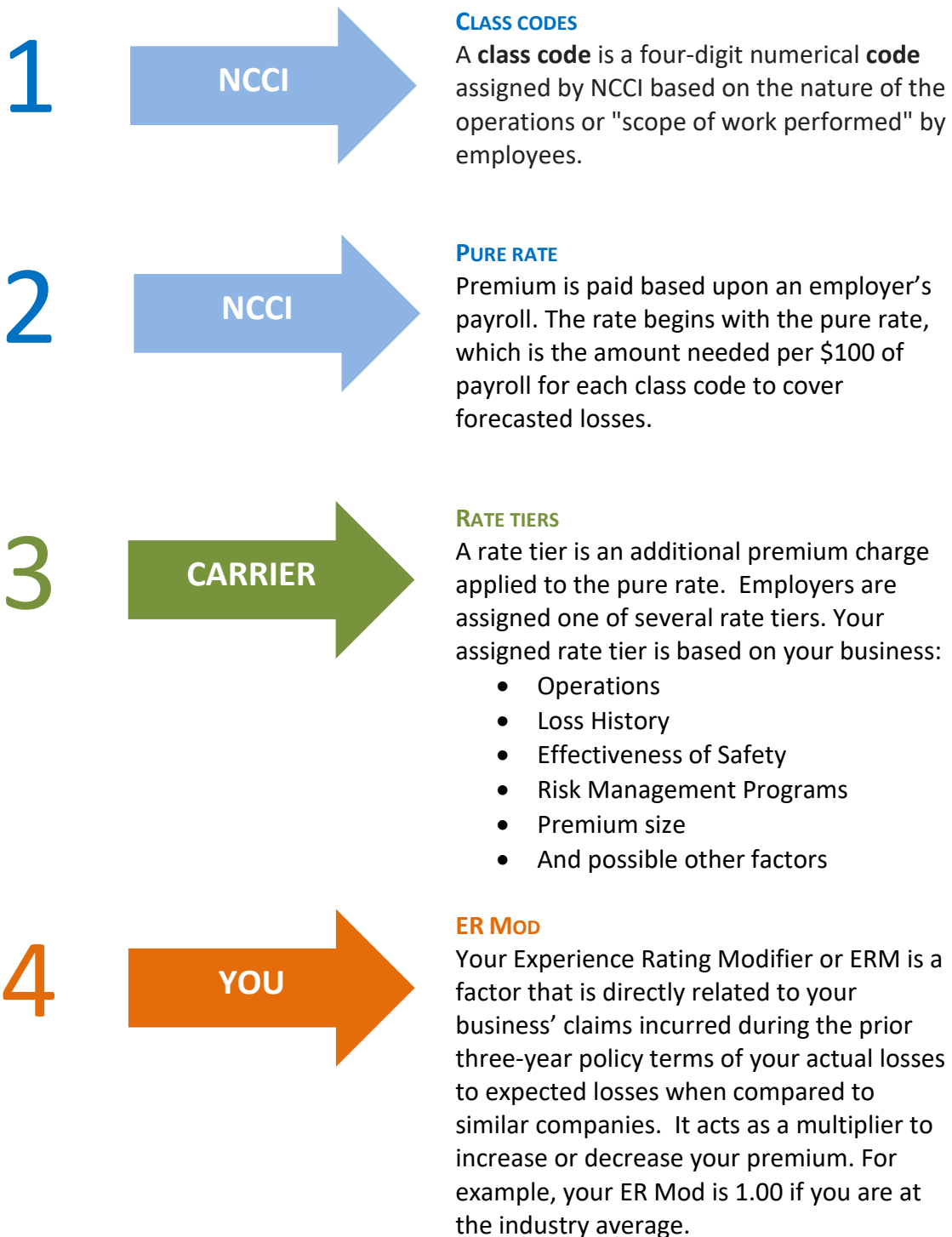
PREFERRED WORKERS

None

LOCATIONS

Primary Address	11300 SE Fuller Road	Milwaukie, OR	97222
Mailing Address	11300 SE Fuller Road	Milwaukie, OR	97222
Building Address	22024 S Beaver creek Road	Beaver creek, OR	97004
Building Address	16100 SE 130 th Avenue	Clackamas, OR	97015
Building Address	18081 S Harding Road	Oregon City, OR	97045
Building Address	300 S Longview Way	Oregon City, OR	97045
Building Address	12900 SE King Road	Portland, OR	97236
Building Address	2930 Oak Grove Blvd.	Milwaukie, OR	97267
Building Address	3200 SE Harrison Street	Milwaukie, OR	97222
Building Address	6600 A SE Lake Road	Milwaukie, OR	97222
Building Address	18265 S Redland Road	Oregon City, OR	97045
Building Address	15990 SE 130 th Avenue	Clackamas, OR	97015
Building Address	25675 S Beaver creek Road	Beaver creek, OR	97004
Building Address	22295 S Lower Highland Road	Beaver creek, OR	97004
Building Address	49001 South End Road	Oregon City, OR	97045
Building Address	19340 Molalla Avenue	Oregon City, OR	97045
Building Address	624 7 th Avenue	Oregon City, OR	97222
Building Address	20100 SE Highway 212	Damascus, OR	97089
Building Address	28655 SE Highway 212	Boring, OR	97009
Building Address	32200 SE Judd Road	Eagle Creek, OR	97022
Building Address	19750 SE Damascus Lane	Damascus, OR	97089
Building Address	525 Portland Avenue	Gladstone, OR	97027
Building Address	Bruns Avenue	Sandy, OR	97055
Building Address	SE Ten Eych Road	Sandy, OR	97055
Building Address	SE Firwood Road	Sandy, OR	97055
Audit Address	11300 SE Fuller Road	Milwaukie, OR	97222
Audit Address	9339 SE Causey Avenue #5	Happy Valley, OR	97086

UNDERSTANDING YOUR RATES



CLASS CODES

VERIFIABLE TIME RECORDS

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, time cards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, visit saif.com and choose *I am: An Employer > Reporting Payroll > Verifiable Time Records*.

0124 - Reforestation and Drivers

Reforestation and Drivers; Reforestation-Brush Cutting & Drivers; Slash Piling and Burning & Drivers; Reforestation-Tree Planting & Drivers. This classification includes reforestation work performed after a logging show and non-logging related reforestation work.

Class 0124 applies to employees involved in direct labor, supervision, and driving who are engaged in reforestation. Reforestation includes brush cutting performed in a reforested, plantation, or natural growth area. This includes the incidental cutting of seedling/sapling trees less than 8 inches diameter at breast height (DBH) when part of a brush cutting contract. Cutting trees 8 inches and larger DBH as part of a brush cutting contract is separately classed as 2702. Tree thinning, regardless of tree size, is separately rated under the appropriate logging classification, either 2702 or class 2725.

Slash piling and burning when performed after logging operations have been completed is also classed 0124. Slash piling is where all logging debris is pulled together by tractors or hand. Chain saws may be used to reduce the large pieces to manageable sizes. The debris is then burned. This class includes employees who stand as fire watchmen and post-burn cleaners. Slash piling and burning associated with wildland and forest fire fighting is classed 2704.

Other reforestation activities included in class 0124 are bud capping, scarification, planting site preparation, tree planting, and girding. It also includes limbing and/or lop and

scatter operations for the purpose of timber quality or reduction of ladder fuel when performed from the ground. Limbing performed off the ground is separately classed 2702.

Class 0124 also includes tree farms where the trees grown are for future timber use. Growing short rotation trees for pulp or tree stock is classified to class 0005. Harvesting of these trees to be separately classified to class 2702 or class 2725 based on the operations performed.

In addition, class 0124 includes stream clearing such as removing debris, limbs, cuttings, etc., from streams and stream beds to minimize erosion. It also applies to the incidental building of small dams or ponds to improve fish habitation. Such work may be accomplished manually or with mechanical equipment. It also includes construction of fire and hiking trails by use of hand tools and chain saws to create pathways or hiking trails (not roads). By analogy, the construction of fire breaks for the use of firefighting equipment is included in this class as long as no sub-base is required and the construction is not performed during the fighting of a forest fire.

Class 0124 includes the maintenance or repair of equipment, structures, buildings, and vehicles used for this work. Separately rate cone picking or harvesting from ground or trees to 0035; grass planting either by hand or hydro mulch method to 0042; spraying herbicides, insecticides, etc. by hand or truck-mounted sprayer to 0050; forest road/fire trail construction/unimproved roadways built to accommodate firefighting equipment to 5511; trapping rodents to prevent damage to seedlings in newly planted areas to 7720; and wildland or forest fire fighting to 2704.

2704 (1) - Wildland Fire Fighting & Drivers

2704 - Wildland or Forest Fire Fighting by Contractor - All Operations at Location & Drivers

Applies to contractors engaged in wildland or forest fire suppression services. Includes all operations such as mobilization of equipment and supplies, construction of fire trails and fire breaks, back burns, hose layout, mop up, training, slash piling and burning, and the maintenance or repair of all equipment in the field. This classification does not include timber falling associated with fire suppression. Travel time pay, stand-by pay, or other idle time pay is included in this classification.

Separately classify all timber falling under the logging classification 2702. Maintenance of wildland or forest firefighting equipment at a permanent location is separately classified under 2703. Class 2703 does not apply to repair work performed away from the shop. Class 0124 does not apply to any work associated with wildland or forest fire fighting clean up.

7090 (1) – Vessels-Boat Livery- State Act

Class 7090M applies to the master and crew members of a vessels under 15 tons operating as boat liveries on waters subject to admiralty jurisdiction. Boat livery is generally associated with the transport of people to unspecified locations as opposed to a ferry which operates on a designated schedule and will carry fare-paying passengers between two or more points. Boat livery-type vessels will usually not carry passengers' vehicles or cargo for others. Activities include the laying up or putting into commission, operation, rental, storage, and maintenance of vessels under 15 tons aboard the boat and on the shore. The reference to boats "under 15 tons" refers to the displacement of the vessel without store, bunk, fuel, or cargo. Operations include the operation of glass bottom boats as tourist attractions, the operation of boats on a navigable lake as part of amusement parks or resorts, white-water rafting trips on navigable rivers, sightseeing boats, harbor tours, drift fishing boats, chartered fishing boats, and pilot boats. Class 7090M also applies to the master or crew members when they repair vessel, regardless of whether or not the repair work is performed on water or land.

7710 (1) - Firefighters And Drivers

7710 - Firefighters & Drivers; Fire Patrol or Protective Corps & Drivers-No Salvage Operations; Applies to organizations serving the public through firefighting and related fire protection services. Includes firefighters who also perform emergency medical services. Separately rate employees who perform only EMS duties and no firefighting to Class 7705. Volunteer firefighters and EMS to be separately rated as Class 8411. Wildland or forest firefighting is to be rated to Class 2704.

Class 7710 applies to your employees involved in direct labor, supervision, and driving who are engaged in the operation of municipal fire departments or districts. Class 7710 applies to firefighting performed in cities and residential areas, not to forest firefighting or to special firefighting crews hired by individuals or commercial operations for the protection of their own premises. Class 7710 includes Chiefs, Captains, firefighters, fire truck drivers. Paramedics and ambulance drivers who also fight fires and are employees of the fire department or district are included in Class 7710.

Class 7710 also applies to fire protective corps or fire patrols. Their purpose is to minimize damage to merchandise or equipment when fires occur. These employees do not assist or participate in actual firefighting activities. Their function is to protect merchandise, machinery, and equipment from water damage consequential to controlling and extinguishing a fire. Operations may involve the removal of the merchandise, machinery, and equipment from the premises and placing tarpaulins or other protective coverings over the property to be protected. They may also set up pumps to expel water from structures. Usually, these fire patrols or fire protective corps work under or above the actual fire so as to afford adjacent floors the maximum protection during the blaze. After the fire is out, their duties are confined to guarding the damaged premises until either the

merchandise is removed or appropriate security measures have been accomplished by others.

Class 7710 also applies to the repair or maintenance of your equipment, structures, buildings, and vehicles used for this work.

8742 (11) - Salesperson-Outside-No Delivery

8742 - Salesperson-Outside-No Delivery; Estimator-No Job Hazards; Collectors/Sales-Outside; Field Representative; Employment Agency-Field Employees; Real Estate Agency-Agent/Sales Personnel; Real Estate Appraisal Company-Outside Employees; Data Processing Service-Field

Employees; Public Relations/Sales/Promotion; Escrow Service-Field Employees; Stockbroker- Field Representatives; Title Company-Field Employees; Outside Sales/Field Representative

Class 8742 applies to employees who are acting as salespersons; field representatives, outside public relations personnel, collectors away from your premises. Class 8742 also applies to employees who perform bid-estimating duties away from your premises, with no exposure to job hazards. Class 8742 does not apply to job site visits once construction work has begun. Class 8742 includes the demonstration of products being sold, such as calculators, cosmetics, or cleaning supplies, when performed by your outside sales personnel. Class 8742 does not apply to employees who demonstrate products such as farm, mill, or road construction machinery or to the delivery of merchandise.

Employees who deliver merchandise are properly assigned to the classification applicable to drivers, even if they also collect or sell. If those employees walk or use public transportation, they shall be assigned to the class producing the highest payroll, other than Classes 8810, 8742 or 7380.

Time spent in the office performing clerical duties or phone sales may be separately classed as 8810 - Office Clerical, only if the workers are located in an area that is physically separated from the rest of your operations, there is no physical contact with your customers and adequate payroll records are maintained.

8810 (3) - Office Clerical

8810 - Office Clerical; Boy/Girl Scout Council Non-Camp Employees; Drafting Employees; Secretaries and Bookkeepers; Key Punch Operators; Telecommuter-Clerical Employees

Class 8810 applies to office employees who only perform bookkeeping, drafting and other clerical work in a physically enclosed (by structural partitions) area devoted exclusively to these specific activities. It also applies to artists, designers, electronic typesetters,

proofreaders, and editors who work in a physically enclosed office area where bookkeeping and clerical activities are also performed.

Class 8810 also applies to employees engaged in clerical telecommuter activities. The duties of clerical telecommuter employees include creation or maintenance of financial or other employer records, handling correspondence, computer composition, technical drafting, and telephone duties, including sales by telephone. Class 8810 applies to depositing of funds at the bank, purchase of office supplies and pick-up or delivery of mail provided the activities are incidental and directly related to the employees duties performed in their residence office. A residence office is a clerical work area located within the dwelling of the clerical employee and must be separate and distinct from the location of their employer.

Class 8411 – Vol Firefighters & Drivers

Applies to organizations serving the public through firefighting and related fire protection services. Includes firefighters who also perform emergency medical services. Separately rate qualified volunteer search and rescue personnel of self-insured counties that obtain an insurance policy for such volunteers in the voluntary or assigned risk market to Code 7729. Separately rate employees who perform only EMS duties and no firefighting to Code 7705. Volunteer firefighters & EMS to be separately rated as Code 8411. Refer to Code 2704 for wildland or forest firefighting by contractor.

LOSS HISTORY SUMMARY

<u>Policy Year</u>	<u># of Claims</u>	<u>Incurred Losses</u>
2022*	39	\$1,178,061
2021	49	\$648,054
2020	34	\$244,040
2019	38	\$309,613
2018	<u>21</u>	<u>\$56,836</u>
Total:	181	\$2,436,604
Average Number of Claims		36.2
Average Cost per Claim		\$13,462
Average Cost per Year		\$487,321

2023
0.84

2022
0.66

**Claims list as of 06/13/2023*

Policy Performance Summary



Policy: 431322 - Clackamas County Fire District No. 1

Legal Name: Clackamas County Fire District No. 1

Policy Details

Status: Active
 Market Type: Voluntary
 Relation Type:
 Rate Acct:
 Orig Cov Date: 07/01/1984
 Cont Cov Date: 07/01/1984
 Business Type: Fire Protection
 Entity: Political Subdivision: District
 WCD Number: 5710272
 NCCI Number: 360125955
 EIN: 93-1044031
 Principal Class: 7710
 NAICS Code: 922160
 Office: Portland
 Agency: Wha Insurance Agency Inc
 Underwriter: Erin C Matot
 SMC: Ed A Hoeffliger
 Last Audit: 07/01/2019 - 07/01/2020

Current Policy Period Details

Period Status: Open
 Effective Date: 07/01/2022
 Expiration Date: 07/01/2023
 Cancel Date:
 ARD: 07/01/2022
 Sales Plan: Guaranteed Cost
 ELCB Limits: 500,000/500,000/500,000
 ND Reimb: 07/01/2022 - 07/01/2023 Annually
 Group:
 Group Type:
 Rating Plan: ERP - 0.66
 Tier: G - 1.6500
 Rpt Freq / Pmt: Annually / GC Annual

Policy Period History

Policy Year	Mod	Payroll	Claim Freq	Standard Premium	Tier
2022	0.66	34,863,574	0.12	704,951	G
2021	0.71	32,882,667	0.15	650,447	F
2020	0.75	33,737,010	0.10	624,977	E
2019	0.92	30,328,237	0.13	696,721	E
2018	0.96	30,008,242	0.07	810,664	F

Gaps in Coverage

No gaps in coverage for this policy.

Policy Performance History

Policy Year	Prorated Premium	Paid Losses	Incurred Losses	Paid/Std	Inc/Std	Clm Count	Exp Clm Count	Paid TL	Paid Med	ND Reimb	TL Count	Exp TL Count	TL Day
2022	670,409	385,895	1,178,061	57%	175%	39	43.58	242,218	139,347	0	25	16.80	1,201
2021	650,447	458,749	648,054	71%	100%	48	47.41	156,908	101,454	0	26	18.26	699
2020	624,977	162,429	244,040	26%	39%	34	49.54	44,552	94,538	-16,082	15	20.15	246
2019	696,721	293,233	309,613	42%	44%	38	45.22	126,762	112,240	-13,051	21	18.40	1,190
2018	810,664	56,836	56,836	7%	7%	21	46.77	18,071	38,766	-16,529	5	18.75	129

Ten Highest Incurred Loss Claims Received in Last Five Policy Years

Last Name	Claim Number	Date of Injury	Status	Type	Decision	Incurred Loss	Paid Loss	Timely ¹	Inj Class
██████	8649999	09/09/2022	Open	PPD	Accepted	391,805	85,620	YES	7710
██████	8670558	02/27/2023	Open	Disabling	Accepted	383,926	24,626	YES	7710
██████	8629452	01/05/2022	Closed	Disabling	Accepted	318,234	282,219	YES	7710
██████	8604527	08/27/2021	Denied	Disabling	Denied	136,568	13,705	YES	7710
██████	8538443	12/07/2019	Closed	PPD	Accepted	126,078	109,699	YES	7710
██████	8579543	12/09/2020	Closed	PPD	Accepted	88,978	46,076	YES	7710
██████	8651337	09/11/2022	Open	Disabling	Accepted	83,434	68,127	YES	7710
██████	8619502	12/31/2021	Open	Disabling	Accepted	63,587	34,095	YES	7710
██████	8658874	11/18/2022	Open	Disabling	Accepted	57,078	16,806	YES	7710
██████	8645035	08/02/2022	Closed	PPD	Accepted	53,302	43,366	YES	2704

Number of Claims Received in Last Five Policy Years

Claim Type	Count	Claim Status	Count
Disabling	90	Closed	144
Nondisabling	85	Denied	16
PPD	9	New	7
Total	184	Open	13
		Void	4
		Total	184

¹ A claim is "Timely" if the 801 or 827 is received by SAIF within five days of the employer's date of knowledge of the injury.

^ Designates a preferred worker.



Clackamas County Fire District No. 1

Premium estimate for Guaranteed Cost

Period: 07/01/2023 - 07/01/2024

Policy: 431322

Plan: Version #1 (1)

Rating period: 07/01/2023 to 07/01/2024

Location 16: Clackamas County Fire District No. 1

Classification description	Class	Subject payroll	Rate	Premium
Reforestation And Drivers	0124	\$0.00	5.35	\$0.00
Wildland Fire Fighting & Drivers	2704	\$462,000.00	7.88	\$36,405.60
Vessels-Boat Livery-State Act	7090	\$0.00	4.61	\$0.00
Firefighters And Drivers	7710	\$32,046,000.00	4.25	\$1,361,955.00
Vol Frmn @ 1000/Mo Ea	8411	\$780,000.00	1.21	\$9,438.00
Vol Explorer Scouts @ 800/Mo Ea	8411	\$0.00	1.21	\$0.00
Vol Water Tenders @ 800/Mo Ea	8411	\$0.00	1.21	\$0.00
Vol Chaplains @ 800/Mo Ea	8411	\$28,800.00	1.21	\$348.48
Vol Rehab Workers @ 800/Mo Ea	8411	\$0.00	1.21	\$0.00
Salesperson-Outside-No Delivery	8742	\$325,000.00	0.23	\$747.50
Office Clerical	8810	\$6,124,000.00	0.11	\$6,736.40
Vol Office Clerical	8810	\$0.00	0.11	\$0.00
Vol Board Members	8810	\$8,000.00	0.11	\$8.80

Total manual premium \$39,773,800.00 \$1,415,639.78

Total subject premium \$1,415,639.78

Description	Basis	Factor	Premium
Experience Rating	\$1,415,739.78	0.84	-\$226,518.36

Total modified premium \$1,189,121.42

Description	Basis	Factor	Premium
Balance to Min EL increased Limits (Admiralty)	\$0.00	1.0	\$100.00
Pre-pay credit	\$1,189,221.42	0.97	-\$35,676.64

Total standard premium \$1,153,544.78

Description	Basis	Factor	Premium
Oregon Total Premium			\$1,153,544.78
Premium Discount	\$1,153,544.78	0.1781	-\$205,463.06
Terrorism Premium	\$39,773,800.00	0.005	\$1,988.69
Catastrophe Premium	\$39,773,800.00	0.01	\$3,977.38
DCBS Assessment	\$953,966.31	1.098	\$93,488.70

Total premium and assessment \$1,047,536.49

Premium discount schedule		
First	\$5,000	0.00%
Next	\$10,000	10.50%
Next	\$35,000	16.50%
Over	\$50,000	18.00%

RENEWAL YEAR COMPARISON

Premiums are based upon estimated payrolls and experience modifier.

Code	Description	Payroll	Rate	2022		2023	
				Premium	Rate	Premium	Rate
0124	REFORESTATION & DRIVER	0	5.12	0	5.35	0	
2704	WILDLAND FIRE FIGHTING & DRIVERS	462,000	6.81	31,462	7.88	36,405	
7090	VESSELS-BOAT LIVERY-STATE ACT	0	4.19	0	4.61	0	
7710	FIREFIGHTERS AND DRIVERS	32,046,000	3.70	1,185,702	4.25	1,361,955	
8411	VOL FIREMEN @ 1000/MO EA	780,000	1.07	8,346	1.21	9,438	
8411	VOL EXPLORER SCOUTS @800/MO EA	0	1.07	0	1.21	0	
8411	VOL WATER TENDERS @ 800/MO EA	0	1.07	0	1.21	0	
8411	VOL CHAPLAINS @ 800/MO EA	28,800	1.07	308	1.21	348	
8411	VOL REHAB WORKERS @ 800/MO EA	0	1.07	0	1.21	0	
8742	SALESPERSONS: OUTSIDE - NO DELIVERY /	325,000	0.20	650	0.23	747	
8810	OFFICE CLERICAL	6,124,000	0.10	6,124	0.11	6,736	
8810	VOL OFFICE CLERICAL	0	0.10	0	0.11	0	
8810	VOL BOARD MEMBERS	8,000	0.10	8	0.11	8	
Total Payroll:		39,773,800					
Manual Premium				1,232,600		1,415,639	
Increased Limits ELCB				86		100	
Experience Modifier				0.66		0.84	
Modified Premium				813,573		1,189,221	
Prepay Discount				24,407		35,676	
Estimated Standard Premium				789,166		1,153,544	
Volume Discount				139,875		205,463	
Net Premium				649,291		948,081	
Terrorism				1,989		1,988	
Catastrophe				3,977		3,977	
DCBS 9.8%				64,212		93,488	
TOTAL PREMIUM				\$719,469		\$1,047,536	
Difference						\$328,067	
Final Premium Determined at Audit							

Marketing DCBS assessment

No DCBS assessment on ELCB premium

SAIF PARTNERSHIP BENEFITS

Dividends

- When declared by SAIF's board, dividends are returned to CCFD as a portion of standard premium on prior policy years
- Since 2007, we've returned a total of **\$2,237,711 in dividends** to CCFD (see Dividend History attached)
- Dividends declared during these years ranged from 12.61% to 38.14% of standard premium

Claims

- Our claim adjusters and return-to-work consultant work in **close partnership** with CCFD claims management staff and WHA to mitigate claim costs and help injured workers get back to work as quickly as possible.
- Supporting staff such as investigations, vocational coordinators, and nurse consultants – along with managed care organizations – work to ensure claims progress toward resolution.
- Option available of in-person or virtual claim reviews to staff and troubleshoot claims whenever needed.
- We are working proactively to help CCFD realize **savings** that are not always overtly recognized.
 - In the past 5 years, we've saved them roughly **\$694.6K** in medical costs (60% of costs billed) via our bill auditing and MCO processes, which keep those costs from impacting their MOD rate.
 - We've helped them connect with **\$67,581** in EAIP reimbursements during the past 5 years.

Safety

- Our consultants stress "Total Worker Health" – the integration of all-around health and wellness with safety and health on the job
- SAIF's separate team of industrial hygienists provide more complex survey testing, analysis, and follow-up services to ensure workers are not overexposed to occupational health hazards.
- SAIF is the only workers' compensation carrier in Oregon licensed to provide SIM4® training, providing an exclusive advantage to our policyholders with regard to reducing sprains and strains (musculoskeletal injuries)

MARKETING EFFORTS

SAIF Corporation:

Quoted

Special Districts Association of Oregon:

The Special Districts Association of Oregon (SDAO) will discontinue writing workers' comp on June 30, 2023.

7710 Insurance:

Did not offer a quote. Concerns over Presumption claims in Oregon and waiting one year for reevaluation of Oregon's performance with presumption claims.

Policy Dividend History



Policy Name: Clackamas County Fire District No. 1
Policy: 431322

Declaration day	Policy period	Standard premium	Loss ratio	Premium dividend factor	Loss dividend factor	Total dividend factor	Premium dividend amount	Loss dividend amount	Computed dividend amount
09/14/2022	07/01/2020	\$624,976.94	14.73%	13.44%	0.0%	13.44%	\$83,997	\$0	\$83,997
06/04/2021	07/01/2019	\$696,720.8	26.44%	38.14%	0.0%	38.14%	\$265,729	\$0	\$265,729
09/02/2020	07/01/2018	\$810,663.64	8.66%	17.56%	0.0%	17.56%	\$142,353	\$0	\$142,353
09/04/2019	07/01/2017	\$790,972.06	18.23%	20.29%	8.11%	28.4%	\$160,488	\$64,148	\$224,636
09/12/2018	07/01/2016	\$684,309.76	46.58%	20.59%	3.27%	23.86%	\$140,899	\$22,377	\$163,276
09/13/2017	07/01/2015	\$647,113.44	36.97%	21.38%	5.04%	26.42%	\$138,353	\$32,615	\$170,968
09/14/2016	07/01/2014	\$732,508.72	20.44%	21.99%	3.58%	25.57%	\$161,079	\$26,224	\$187,303
09/09/2015	07/01/2013	\$585,291.61		22.66%		22.66%	\$132,627		\$132,627
09/10/2014	07/01/2012	\$506,462.95		34.69%		34.69%	\$175,692		\$175,692
09/18/2013	07/01/2011	\$497,770.88		29.64%		29.64%	\$147,539		\$147,539
09/12/2012	07/01/2010	\$471,953.15		37.42%		37.42%	\$176,605		\$176,605
06/15/2011	07/01/2008	\$834,245.9		18.71%		18.71%	\$156,087		\$156,087
11/10/2010	07/01/2008	\$397,400.74		23.75%		23.75%	\$94,383		\$94,383
03/10/2010	07/01/2007	\$381,688.75		20.79%		20.79%	\$79,353		\$79,353
11/09/2007	07/01/2005	\$294,708.48		12.61%		12.61%	\$37,163		\$37,163
Totals							\$2,092,347	\$145,364	\$2,237,711

*It is unlawful in Oregon for an insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the Insurer. Furthermore, it is an unlawful rebate and a violation of the Oregon Insurance Code for an insured or a representative of an insured knowingly to accept a dividend pursuant to a promise to pay policyholder dividends if the promise is made before the policy is issued or if the promise is made for any unexpired portion of a policy period.

WEBSITE FEATURES

Website Features

SAIF Corporation's website provides current information, which will help you manage your Workers' Compensation program. The information listed below is easy to access and is protected by your security password. Here are some of its features:

Claim Profile

- Review your loss history- claim count, loss ratio, time loss days, paid and incurred costs by policy year.
- Individual claim details- Date of injury, open or closed, paid and incurred losses, claim number, type of claim, adjuster, physician, awards, and attorney.
- Ten highest incurred loss claims for the last four years.

Policyholder Profile

- Policy type, experience modifier history, payroll and premium history.
- Listing of your SAIF Loss Control and ERTW Consultants, underwriter and adjuster.

Certificates of Insurance

- Streamline your certificate process by doing it on-line.
- Create new certificates, create bid certificates, reissue certificates, and renew certificates.

SAIF Employee Directory

Printable Forms

- Attending Physician 827
- Employer at Injury Reimbursement Request
- 801 Claim Form (English and Spanish)
- \$2,200 Medical Reimbursement Election form

Customer Services

- How-To information on filing claims, EAIP reimbursement, fraud prevention, extraterritorial coverage, subcontractor requirements
- Loss control programs
- SAIF Corporation's "Toolbox"
- SAIF Corporation's newsletter, *Compnews*.

To Access SAIF Online

- Go to www.saif.com
- Select "Log In"
- Select "Establish Your User ID" "Policyholder"
- Complete the screen and then submit it to SAIF. SAIF will then verify your information, set up your User ID and password and email you with it.
- Once you receive your User ID and password, you can access the SAIF website. If you would like assistance, please contact Jennifer King at (541) 284-5835 or jking@whainsurance.com.

MyClaim: This is your Worker Guide (NEW)

Full of up-to-date information about your claim, MyClaim is password protected and included basic claim data, forms, payments info, correspondence and the main elements of the workers' compensation system.



CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Division Chief Rick Huffman and Finance Manager Michael Wong on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Admin Fencing Project

Action Requested

Requesting Board of Directors to authorize the Fire Chief to enter into a contract with Town & Country Fence Co. of Oregon for fencing installation.

Background

Unfortunately, the fire district has experienced instances of vandalism at Station 1 that have raised security concerns. The district proposes constructing a fence around the side and rear perimeter of the property as additional security, particularly after hours. The fence will provide additional cohesiveness to the district's properties by binding together Station 1 with the two adjacent houses that the district owns. The fencing facing the street and public access will increase aesthetics which aligns with the use of Urban Renewal Funds.

Clackamas Fire issued a formal Invitation to Bid (ITB) on May 8, 2023 for installation of fencing and gates surrounding its three Fuller Road facilities at 11300, 11406, and 11410 SE Fuller Road. The district advertised the ITB on the State of Oregon's eProcurement platform (OregonBuys) and in the Daily Journal of Commerce's print and internet publications. The district received three bids in response to the ITB. The lowest bid was submitted by Town & Country Fence Co. of Oregon. This solicitation followed the district's purchasing policy and requirements for public improvement projects under ORS 279C.

The district has budgeted \$150,000 for this fencing project in its FY 2023-24 Capital Replacement Fund (301410-8860). The project is eligible for district funds remaining from the Town Center Urban Renewal Area.

Recommendation

Staff recommends authorizing the Fire Chief to enter into a contract with the lowest bidder, Town & Country Fence Co. of Oregon.

Attached you will find Town & Country Fence Co. of Oregon's bid, a tabulation of the three received bids, and a copy of the ITB document.


ATTACHMENT "B"
STATEMENT OF ASSURANCES

- 1) The undersigned attests that he/she has the authority and/or responsibility to represent the organization submitting this Bid in all phases of the ITB process and in this Statement of Assurances.
- 2) The Bidding Company understands that this ITB is considered an integral part of the ITB process, and ITB terms shall be binding on the Bidding Company. Failure of the successful company to accept these obligations in a Contract as authorized by the Statement of Assurances may result in cancellation of an award.
- 3) The Bidding Company accepts all terms and conditions contained in this ITB. The ITB and Bid Response, and any modifications will be made, part of the Contract Documents.
- 4) The undersigned understands that any false or substantially incorrect statement in the ITB or Statement of Assurances may disqualify this Bidder from further consideration or any further Contract.
- 5) Bidding Company understands that in responding to the ITB, it agrees to comply with all applicable federal, state, and local laws, regulations and requirements related to the ITB and performance of any resulting Contract, including but not limited to those referenced in this ITB.
- 6) The undersigned acknowledges receipt of and agrees to be bound by **addenda numbered** 1 **through** 2 inclusive, and any additional addenda issued until Intent of Award has been posted.
- 7) The Bidding Company certifies that it can meet the insurance requirements outlined in Section 6.2 of this ITB and that the Firm understands that such coverage must be kept active during the entire term of the Contract if selected. Successful Contractor shall commence no work under this contract until the Contractor and every Subcontractor has a public works bond filed with the Oregon Construction Contractors Board in accordance with ORS 279C.830, and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued
- 8) Non-Collusion: The undersigned certifies that:
 - a) This Bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
 - b) The contents of this Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the Bid.
- 9) Bidding Company is a () resident Contractor or () nonresident Contractor of Oregon as defined in ORS 279A.120.
- 10) The undersigned certifies that the Bidding Company is in compliance with requirements for construction contractors or landscape contractors and is registered and bonded with the State of Oregon Construction Contractors Board.
- 11) The undersigned agrees, if awarded a contract, that the Bidding Company will comply with the provisions of ORS 279C.800 – 279C.870 pertaining to the payment of the prevailing wage rates. The undersigned further agrees, if awarded a contract, to file the required public works bond with the Oregon Construction Contractors board (CCB) before beginning work on the Project. The public works bond must provide that the contractor or subcontractor will pay claims ordered by the Oregon Bureau of Labor and Industries to workers on the Project.

12) By signing this page, Bidding Company hereby certifies that it has not discriminated against minority, women or emerging small business enterprises in obtaining any required Subcontracts, and Bidding Company hereby certifies that to the best of undersigned's knowledge, Bidding Company is in compliance with all Oregon tax laws described in ORS 305.380(4).

I, the undersigned, have read and thoroughly understand the requirements, special provisions, bid instructions and all other conditions of **ITB #2023-001** issued by Clackamas Fire District #1 for Invitation to Bid for **Admin Fencing Project**.

I have read and understand the entire Contract provisions included in the ITB and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this ITB.

Firm Name: Town & Country Fence Co. of Oregon
Firm Address: PO Box 443, 8810 SE Herbert Ct, Clackamas, OR 97015
Firm Phone: 503-655-2055
Authorized Representative's Signature: 
Printed Name and Title: Mike Smith - Estimator
Date: 05-31-2023
Federal Business ID No: 93-0674452

ATTACHMENT "C"
BIDDER REFERENCES

List three (3) projects, commenced or completed within five years of the date of this application, in which the Bidder performed or is performing fencing projects of similar scope and size. Bidder may supply the required information in a different format if all required information is provided.

PROJECT #1	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
	Salem - Keizer Public Schools Salem, OR Pence Construction- Rob Smith 971-227-0158	\$395,305.00	2021	2022
Description of Project		Project Location		
Site Security Fencing, Ornamental Fencing. Backstop Fencing and Netting		Salem, OR		
PROJECT #2	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
	Washington County Fair Grounds Swinerton Builders John Ciepiela- 503-244-6888	\$583,626	2020	2021
Description of Project		Project Location		
Site Security Fencing and Gates with Gate Automation		Hillsboro, OR		
PROJECT #3	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
	Metro- State of Oregon- Zoo Lease Crutcher Lewis Alex Roth- 971-727-6115	\$302,046	2019	2021
Description of Project		Project Location		
Site Security Fencing and Gates with Gate Automation		Portland, OR		

ATTACHMENT "D"

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Per ORS 279C.370, within two working hours after the date and time of the deadline when bids are due, Bidder shall submit a disclosure of the first-tier Subcontractors that will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract and will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

This form must be submitted to michael.wong@clackamasfire.com on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Project Name: Admin Fencing Project

Bid #: ITB 2023-001

Bid Closing: May 31, 2023 @ 2:00 PM (PT)

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

BIDDER DISCLOSURE:

Subcontractor Name	Category of Work	Dollar Value
<u>Metro Security Access Control</u>	<u>Gate Automation</u>	<u>\$31,265.00</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

Form Submitted By (Bidder Name): Town & Country Fence Co. of Oregon

Contact Name: Mike Smith - Estimator Phone #: 503-655-2055

Bid Tabulation
Clackamas Fire District #1
ITB 2023-001 Admin Fencing Project
Bid Closing: 5/31/2023

Company	Bid
Town & Country Fence Co. of Oregon	\$147,000.00
AB Construction Group LLC (Civil West Construction)	\$227,869.17
Zochert Fence Co.	\$210,111.00



Invitation to Bid (ITB) Number 2023-001

Clackamas Fire District #1

Admin Fencing Project

ITB Issue Date:	May 8, 2023
Non-Mandatory Pre-Bid Meeting:	May 18, 2023 @ 10:00 AM (PT) Clackamas Fire District Admin 11300 SE Fuller Road Milwaukie, OR 97222
ITB Questions and Protests due by:	May 24, 2023 @ 2:00 PM (PT)
ITB Bids Due:	May 31, 2023 @ 2:00 PM (PT) Late Bids will not be accepted or considered.
Submit ITB Bids to:	See "4.2 Bid Submission" for submission instructions to the OregonBuys eProcurement system.
Estimated Notice to Proceed:	July 3, 2023
Project Completion:	September 15, 2023
Submit ITB Questions and ITB Protests via email to:	Michael Wong, Finance Manager Email: michael.wong@clackamasfire.com See "3.4 ITB Questions" and "3.5 ITB Protests."
Submit Contract Award Protests via email to:	Michael Wong, Finance Manager Email: michael.wong@clackamasfire.com See "5.3 Contract Award Protests."

This Schedule is subject to change. Any changes will be made through the issuance of Written Addenda.

1. ITB DOCUMENTS AND COMPONENTS

1.1 ITB AVAILABILITY

This ITB is available electronically through the OregonBuys eProcurement System website at <https://oregonbuys.gov/bs/>. Interested parties must be registered with the OregonBuys eProcurement System to obtain and download documents. Registration is at no cost. Future notices regarding this solicitation, including solicitation addenda, will be posted to the OregonBuys eProcurement System.

1.2 ITB ATTACHMENTS

ATTACHMENT A	Bid Form
ATTACHMENT B	Statement of Assurances
ATTACHMENT C	Bidder Project References
ATTACHMENT D	First-Tier Subcontractor Disclosure
ATTACHMENT E	Certificate of Compliance With Tax Laws

1.3 ITB EXHIBITS

N/A

1.4 ITB DEFINITIONS

- 1) "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
- 2) "Bid" means a competitive offer, which is binding on the Bidder, in which price, delivery (or project completion), and conformance to specification and the requirements of the Invitation to Bid, will be the predominant award criteria.
- 3) "Bidder" means an entity that submits a Bid in response to an ITB.
- 4) "Invitation to Bid" or "ITB" means a solicitation document for the solicitation of competitive, written, signed and sealed Bids in which specifications, price, and delivery (or project completion) are the predominant award criteria.
- 5) "Responsible Bidder" means a person who meets the standards described in ORS 279B.110.
- 6) "Responsive Bid" means a bid that has substantially complied in all material respects with the criteria outlined in the ITB.
- 7) "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

1.5 ITB COMPONENTS

This ITB process has several components, including but not limited to:

- 1) ITB Posting;
- 2) Non-Mandatory Pre-Bid Meeting;
- 3) Question and Answer Period;
- 4) Receipt and Opening of Bid Responses;
- 5) Bid Evaluations;
- 6) Notice of Intent to Award;
- 7) Contract Negotiations;
- 8) Recommendation to the Board and Board Approval;
- 9) Notice to Proceed.

2. PROJECT INFORMATION

2.1 PROJECT DESCRIPTION

Clackamas Fire District #1 ("District") is seeking written proposals from qualified contractors to provide all labor, materials and equipment required for the Fencing Project at Clackamas Fire District #1 Admin offices, located at 113001, 11406, and 11410 SE Fuller Road, Milwaukie, OR 97222.

2.2 PROJECT SCOPE OF WORK

- 1) Install 430 L.F. of 6' high black chain link on powder coated frame. Across the back of the property, following the creek line behind the fire station and police shop (11300 SE Fuller Rd), I/T house (11406 SE Fuller Rd), and other house (11410 SE Fuller Rd) with three 4' swing gates.
- 2) Install 14'x 6' high swing gate at the northeast corner of the fire station bay, with a lift master operator and gooseneck pedestal with two sensors and a concrete pad.
- 3) Install 190' of 6' high classic montage plus ornamental steel fence across from the southwest corner of the station, along Fuller Road and across the front of the I/T house with a 18' x 6' double swing gate at the driveway of the I/T house.
- 4) Install new cantilever slide gate across the Fuller road main entrance with a lift master high cycle slide gate opener, this will be an exit only after hours. This gate will have a business hours program to stay open during that time.
- 5) A 4'x 6' gate will need to be installed at the southwest corner of the station for walk-up foot traffic, it will need a panic exit bar.
- 6) All the gates will need safety sensors, photocell non-contact sensors, remote controls, gate edge contact sensors, exit loops saw cut into the concrete, battery backups, Clackamas fire access KNOX 3502 key switch for fire department access.
- 7) Install 110' of 6' high classic montage plus ornamental steel fence across the front of the other house 11410 Fuller Road, with a 18' x 6' double swing gate across the driveway.
- 8) Maintain a straight line as much as possible in the back of the properties. Use appropriate fasteners and plates on connecting the fence to the post, gates, and safety equipment.
- 9) Bidders should exclude high voltage electrical work from their bids. The District will solicit and contract for high voltage electrical work separately.
- 10) Communicate with District staff and high voltage electrical contractor as needed.
- 11) All work to be done in a professional, workman like manner.
- 12) All work to be done as per local codes requirements in effect at the time of installation
- 13) All materials and equipment installed as per manufacturer's instructions
- 14) All areas shall be clean of debris around the building and parking areas before the project will be considered "complete".
- 15) Driveway areas shall be kept clear at all times.
- 16) Working hours are allowed from 7 A.M. to 5 P.M Monday through Saturday.
- 17) The work is to be completed by the completion date shown on the Cover Page of this ITB.

3. ITB PROCESS

3.1 ITB GENERAL TERMS

1. News releases relating to this ITB will not be made without prior approval by, and in coordination with, the District.
2. The District is issuing this ITB for the purpose of obtaining Bids for the provision of construction services.
3. This ITB is not an offer to contract; only the execution of a written Contract will obligate the District, in accordance with the terms contained in the Contract.

4. All representations made by a Bidder in response to this ITB will be incorporated into any Contract between the District and the Bidder.
5. Bids must conform to the requirements of this ITB and be signed by a person who is authorized to make such commitments on behalf of the Bidder. Bidder's signature on the Bid Form constitutes a certification that the Bidder has read and fully understands all Bid terms. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the Bid Documents.
6. Bids lacking required signatures will be deemed "nonresponsive." The District may disqualify nonresponsive Bidders from further evaluation.
7. All costs a Bidder incurs in preparing and submitting its Bid or in negotiating and signing a Contract shall be the sole responsibility of the Bidder. Any due diligence conducted by a Bidder is at the Bidder's expense.
8. All Bids become the property of the District upon delivery to the District. The District reserves the right to share the ITB and any Bids the District receives with any third party of their choosing in order to secure expert opinion.
9. The District may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon the District's Written finding that it is in the public interest to do so. The District may reject all Bids for good cause, if upon the District's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.
10. The District reserves the right to postpone or cancel the ITB without liability to the District any time prior to executing Contract if the District determines, in its sole discretion, it's in the District's best interest to do so.
11. Successful Bidder may commence work only after the District delivers a fully executed Contract to that Bidder and Notice to Proceed.

3.2 NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting and tour will be held as listed on the Cover Page.

3.3 ITB MODIFICATIONS

The District reserves the right to make changes to the ITB. Changes will be made only by written addenda, which will be posted on the OregonBuys eProcurement System. It shall be the responsibility of the Bidder to regularly check the OregonBuys listing for any published addenda.

Statements made by the District's representatives are not binding unless issued by written addenda.

3.4 ITB QUESTIONS

Prospective Bidders may request or suggest any change to the ITB by submitting a written request. The request shall specify the provision of the ITB in question and contain an explanation for the requested change. The District will evaluate all requests submitted but will not be obligated to accept requested changes.

Questions and suggestions pertaining to this ITB shall be sent via email to the contact listed on the Cover Page and must be received by date and time stated on the Cover Page.

Reponses to questions and suggestions will be compiled, collectively addressed, and posted on the OregonBuys eProcurement System.

3.5 ITB PROTESTS

Prospective Bidders may protest the procurement process or the solicitation document by filing a written ITB Protest. To be considered, an ITB Protest must contain a detailed statement of the legal and factual grounds for the protest, a

description of the resulting prejudice to the prospective Bidder, the relief sought by the Bidder, and the other matters required under OAR 137-049-0260.

An ITB Protest must be submitted in writing no later than the date and time shown on the Cover Page. ITB Protests must be filed as shown on the Cover Page.

The District will evaluate all ITB Protests submitted. ITB Protests will be resolved in writing. The District will make any changes to the process or to the solicitation documents by written addendum via the OregonBuys eProcurement System.

An issue that could have been, but was not, raised pursuant to a request for clarification or ITB Protest is not a ground for a Protest of Award.

4. BID REQUIREMENTS

4.1. BID CONTENT

1. **Attachment A: Bid Form.** Complete and sign. Submit via OregonBuys.
2. **Attachment B: Statement of Assurances.** Complete and sign. Submit via OregonBuys.
3. **Attachment C: Bidder References.** Complete and sign. Submit via OregonBuys.
4. **Attachment D: First-Tier Subcontractor Disclosure.** Complete. Submit via email per form.
5. **Attachment E: Certificate of Compliance With Tax Laws.** Complete and sign. Submit via OregonBuys.

4.2. BID SUBMISSION

This ITB is advertised as a “Bid Solicitation” on OregonBuys. Bids must be submitted through the OregonBuys system.

- 1) Bidder must be registered as a vendor in OregonBuys. Registration is free. To create a vendor account, click the blue “Supplier Registration” button in the top right corner of the OregonBuys website: <https://oregonbuys.gov/bsa>.
- 2) Bidder is responsible for ensuring that its vendor information is current and correct in OregonBuys. The District will accept no responsibility for incorrect vendor information.
- 3) Bidder must submit the Bid Documents no later than the Bid Opening Date and time specified on the cover page in order to be considered for award. (Bids submitted by any other means will be rejected.)

4.3. BID AMENDMENT OR WITHDRAWAL

A Bidder may amend or withdraw its Bid any time prior to the time and date established for submission of Bids. Bids may be withdrawn in writing on company letterhead signed by an authorized representative if received by the District before the Bid Closing.

4.4. PERIOD OF IRREVOCABILITY

Bids shall be offers that are irrevocable for a period of one hundred twenty (120) calendar days after the date Bids are due.

4.5. BID OWNERSHIP

All documents, reports, submittals, working papers or other material submitted to the District from Bidders shall become the sole and exclusive property of the District, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the Bidders. Bidders shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the District as a result of this solicitation.

4.6. BID DISCLOSURE

Any information provided to the District pursuant to this ITB is subject to public disclosure pursuant to Oregon Revised Statute (ORS) 192.311-192.478.

The general requirement for public disclosure is subject to several exemptions. Each page containing information deemed by the Bidder as necessary to remain exempt from public disclosure after Bids have been evaluated (e.g., pages containing trade secret, economic development information, etc.) should be plainly marked as such. Marked pages should be placed in a group separate from the remainder of the Bid.

The fact that a Bidder marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The District will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated. Information that has not been properly marked and segregated may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the non-exempt information must be disclosed. The District will redact pages that include both exempt and nonexempt information to allow disclosure of the nonexempt information.

Unless expressly provided otherwise in this ITB or in a separate communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a Bidder unless the information is otherwise exempt under Oregon law. The District considers Bids submitted in response to this ITB to be submitted in confidence only until the District's evaluation is complete and the District has acted on the Notice of Intent to Award.

4.7. BID OPENING

Bids will be opened immediately following the bid due date and time listed on the cover page, however, there will not be an in-person public bid opening. Bidders can request to be included in a virtual bid opening (via Microsoft Teams) to Michael Wong, Finance Manager, at michael.wong@clackamasfire.com. Only the names of the bidders submitting bids and bid price will be announced. No other information regarding the content of the bids will be available.

5. BID EVALUATION PROCESS

5.1. BID EVALUATION CRITERIA

Bids will be evaluated to determine the lowest Responsive and Responsible Bidder whose bid meets the ITB requirements, specifications, and timeline set forth in the ITB, Exhibits, and Addenda; or if the ITB specifies or authorizes the award of multiple contracts, to the Responsive and Responsible qualified bidder(s) whose bid(s) best serve the interests of the District.

5.2. BID REFERENCES

The District reserves the right to investigate references, including customers other than those listed in a Bidder's submission. This inquiry may include without limitation, investigation of past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion, or delivery of a project on schedule, and its lawful payment of employees and Subcontractors.

- 1) Completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this subparagraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The District shall document the Bidder's record of performance if the District finds under this subparagraph that the Bidder is not responsible.

- 2) The Bidder must have a satisfactory record of integrity. The District in evaluating the Bidder's record of integrity may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract. The District shall document the Bidder's record of integrity if the District finds under this subparagraph that the Bidder is not responsible.

5.3. CONTRACT NEGOTIATIONS

The District may negotiate with the lowest Responsive, Responsible Bidder, prior to awarding the contract, in order to solicit value engineering and other options to attempt to bring the contract within the District's cost estimate. A negotiation with the lowest Responsive, Responsible Bidder may not result in the award of the contract to that Bidder if the scope of the project is significantly changed from the original bid proposal. Notwithstanding any other provision of law, the records of a Bidder used in contract negotiation are not subject to public inspection until after the negotiated contract has been awarded or the negotiation process has been terminated.

5.4. CONTRACT AWARD PROTESTS

Bidders wishing to protest their Bid rejection as non-responsive and/or the Intent to Award a Contract, may do so providing:

- 1) Bidder is adversely affected because Bidder would be eligible to be awarded the Contract if the protest were successful: and
- 2) The reason for the protest is:
 - a) The District demonstrated bias toward a Bid or Bidder;
 - b) The District abused its direction in rejecting the protester's Bid as nonresponsive;
 - c) The evaluation of the Bids is otherwise in violation of any provisions of ORS 279A or ORS 279B of 279C.; and/or
 - d) All higher ranked Bids are nonresponsive.

An affected Bidder may only protest if the Bidder is Responsible and submitted a Responsive Bid.

All Contract Award Protests must be in writing and received by the individual listed on the Cover Page via email no later than 2:00 PM Pacific Time within seven (7) days after the posted Notice of Intent to Award.

Contract Award Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based.

Contract Award Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications is not grounds for Contract Award Protests.

6. CONTRACT TERMS AND CONDITIONS

The Contract term or terms, as the case may be, will be through completion and final acceptance of the Project and expiration of the warranty period.

The District may negotiate with the Contractor on the details of Contract performance, methods of construction, timing assignments of risk, fees and costs, and other matters that affect cost or quality.

Any Contract(s) resulting from this ITB shall be based on the ITB documents.

This Contract is for a Public Work and Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838 or ORS 279C.840.

The following requirements will be applicable to the Contract.

6.1. PREVAILING WAGES

The Contractor and all Subcontractors shall comply with ORS 279C.800 through 279C.870. The hourly rate of wage to be paid by the Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries ("BOLI"). The BOLI prevailing wage rates that will apply to the Contract shall be those in effect on the date that construction is first authorized to begin under the Contract. The prevailing wage rates that will apply can be found at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

Work will take place in Clackamas County, Oregon.

The fee required by ORS 279C.825(1) will be paid by the District to the Commissioner of the Bureau of Labor and Industries under the administrative rules of the Commissioner.

The Contract and every subcontract must contain a provision that states that workers will not be paid less than the applicable prevailing wage rate for the type of work being performed. The successful Bidder(s) and every subcontractor must post the applicable prevailing wage rates and fringe benefit plan information in a conspicuous place at the work site so the workers have ready access to the information.

6.2. CONTRACTOR'S GENERAL LIABILITY INSURANCE

Below are insurance requirements that will be incorporated into the contract:

Workers' Compensation- The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

General Liability- Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$4,000,000 aggregate.

Auto Liability- Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

Professional Liability- If the contractor is part of the Design phase then - Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

Indemnification - CONTRACTOR agrees to indemnify, defend and hold harmless the District and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents and employees, in performance of this contract.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the District.

Certificates of insurance. As evidence of the insurance coverages required by the Contract, the Contractor shall furnish acceptable insurance certificates to the District prior to its issuance of a Notice to Proceed. The certificate will specify all of the parties who are additional insureds. Insuring companies or entities are subject to approval by the District. If requested by the District, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6.3. BONDS

For all projects where the construction costs exceed \$100,000, the Contractor shall provide the following bonds.

- 1) Performance and Payment Bonds. The Contractor must provide a performance bond and payment bond each in the full amount of any Work to be performed by the Contractor, or the full amount of the Contract Sum, as applicable.
- 2) Public Works Bond. The Contractor shall also file with the Oregon Construction Contractors Board, and maintain in full force and effect through the duration of this Project, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every Subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

A disadvantaged, minority, women, or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under section 279C.836 (1).

6.4. STATE OCCB REGISTRATION REQUIREMENTS

Bidders shall be licensed with the OCCB prior to submitting a Bid on this Project. Failure to comply with this requirement shall result in Bid rejection. Any Bid received from a Bidder identified by the OCCB as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

Landscaping contractors and all Subcontractors participating in this Project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and with the OCCB, as required by ORS 701.026, at the time they propose to engage in subcontract Work.

6.5. MECHANICS LIENS OR STOP NOTICES

The resultant Contract shall at all times indemnify and hold the District harmless from all claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration or installation of structures, improvements, equipment or facilities, and from the cost of defending against such claims, including attorney's fees and costs.

6.6. CONTRACT EXECUTION

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the District will execute the Contract and issue a Notice to Proceed. No Work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

End of ITB – Attachments follow

ATTACHMENT "A" - BID FORM

ITB #2023-001: Clackamas Fire District #1

Admin Fencing Project

The following Bid Form shall be part of Contract work.

The Undersigned, having visited the Site(s) of the proposed construction and having become familiarized with the conditions affecting the cost of the work and all requirements of the Contract Documents, hereby proposes and agrees to provide any and all labor, materials, equipment, transportation, and services, and otherwise perform all work for the **Admin Fencing Project** for not more than the amount of the Bid(s) set forth in this Bid. The Undersigned also agrees to perform all work in strict accordance with the Scope of Work included in the Contract Documents and any Addenda issued prior to Bid closing date.

The Undersigned further agrees not to withdraw the Bid for a period of thirty (30) days after the scheduled closing time. If awarded the Contract, the Undersigned further agrees to be bound by the Agreement with the Owner.

Bidder has made inspection of the Site: Yes _____ No _____

Bidder's Name _____

Bidder's Address _____

Federal Tax I.D. # _____

Responders must hold current State Licensing applicable to any work they may be performing.

State of Oregon CCB # _____ Expiration Date _____

Telephone _____

If Firm Is Corporation, State in Which Incorporated _____

Bid for Admin Fencing Project – All materials, services, and equipment necessary for completion of the work. Bid shall include the cost of required performance bond and labor and material bond. The work will be completed by **September 15, 2023**.

The Bidder specifically agrees to the provisions required by ORS 279C.840 that are required by this Contract.

Admin Fencing Project Bid:

_____ Dollars (\$ _____)

(Bid Price in Words) (Numerically)

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT “B”
STATEMENT OF ASSURANCES

- 1) The undersigned attests that he/she has the authority and/or responsibility to represent the organization submitting this Bid in all phases of the ITB process and in this Statement of Assurances.
- 2) The Bidding Company understands that this ITB is considered an integral part of the ITB process, and ITB terms shall be binding on the Bidding Company. Failure of the successful company to accept these obligations in a Contract as authorized by the Statement of Assurances may result in cancellation of an award.
- 3) The Bidding Company accepts all terms and conditions contained in this ITB. The ITB and Bid Response, and any modifications will be made, part of the Contract Documents.
- 4) The undersigned understands that any false or substantially incorrect statement in the ITB or Statement of Assurances may disqualify this Bidder from further consideration or any further Contract.
- 5) Bidding Company understands that in responding to the ITB, it agrees to comply with all applicable federal, state, and local laws, regulations and requirements related to the ITB and performance of any resulting Contract, including but not limited to those referenced in this ITB.
- 6) The undersigned acknowledges receipt of and agrees to be bound by **addenda numbered _____ through _____** inclusive, and any additional addenda issued until Intent of Award has been posted.
- 7) The Bidding Company certifies that it can meet the insurance requirements outlined in Section 6.2 of this ITB and that the Firm understands that such coverage must be kept active during the entire term of the Contract if selected. Successful Contractor shall commence no work under this contract until the Contractor and every Subcontractor has a public works bond filed with the Oregon Construction Contractors Board in accordance with ORS 279C.830, and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued
- 8) Non-Collusion: The undersigned certifies that:
 - a) This Bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
 - b) The contents of this Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the Bid.
- 9) Bidding Company is a () resident Contractor or () nonresident Contractor of Oregon as defined in ORS 279A.120.
- 10) The undersigned certifies that the Bidding Company is in compliance with requirements for construction contractors or landscape contractors and is registered and bonded with the State of Oregon Construction Contractors Board.
- 11) The undersigned agrees, if awarded a contract, that the Bidding Company will comply with the provisions of ORS 279C.800 – 279C.870 pertaining to the payment of the prevailing wage rates. The undersigned further agrees, if awarded a contract, to file the required public works bond with the Oregon Construction Contractors board (CCB) before beginning work on the Project. The public works bond must provide that the contractor or subcontractor will pay claims ordered by the Oregon Bureau of Labor and Industries to workers on the Project.

12) By signing this page, Bidding Company hereby certifies that it has not discriminated against minority, women or emerging small business enterprises in obtaining any required Subcontracts, and Bidding Company hereby certifies that to the best of undersigned's knowledge, Bidding Company is in compliance with all Oregon tax laws described in ORS 305.380(4).

I, the undersigned, have read and thoroughly understand the requirements, special provisions, bid instructions and all other conditions of **ITB #2023-001** issued by Clackamas Fire District #1 for Invitation to Bid for **Admin Fencing Project**.

I have read and understand the entire Contract provisions included in the ITB and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this ITB.

Firm Name: _____

Firm Address: _____

Firm Phone: _____

Authorized Representative's Signature: _____

Printed Name and Title: _____

Date: _____

Federal Business ID No: _____

ATTACHMENT "C"
BIDDER REFERENCES

List three (3) projects, commenced or completed within five years of the date of this application, in which the Bidder performed or is performing fencing projects of similar scope and size. Bidder may supply the required information in a different format if all required information is provided.

PROJECT #1	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Description of Project		Project Location		
PROJECT #2	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Description of Project		Project Location		
PROJECT #3	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Description of Project		Project Location		

ATTACHMENT "D"

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Per ORS 279C.370, within two working hours after the date and time of the deadline when bids are due, Bidder shall submit a disclosure of the first-tier Subcontractors that will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract and will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

This form must be submitted to michael.wong@clackamasfire.com on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Project Name: **Admin Fencing Project**

Bid #: **ITB 2023-001**

Bid Closing: **May 31, 2023 @ 2:00 PM (PT)**

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

BIDDER DISCLOSURE:

Subcontractor Name	Category of Work	Dollar Value
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____



CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Division Chief Rick Huffman on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Request Procurement Approval for Replacement of Cardiac Monitors with FEMA AFG

Action Requested

Request Board approval to purchase twenty-four (24) LifePak-15 Cardiac monitors and one (1) Lucas Chest Compression System for a total of \$1,011,628.89.

Background

The current Zoll cardiac monitors purchased in 2012 are beyond their functional life and need replacement. The District applied for the FY 2021 FEMA Assistant to Firefighters Grant (AFG) and the grant was approved and awarded on September 9th, 2022. Vendor selection process: a group of Clackamas Fire District stakeholders reviewed available cardiac monitor equipment and the choice was made to purchase the Stryker, Physio Control LifePak 15. All vendors have products that have desirable features, but this choice was ultimately made to support interoperability and to provide seamless patient care by the Clackamas Fire District, AMR and our mutual aid and medical partners.

In addition to the equipment, the grant allowed for the purchase of maintenance plans, wireless data plans and cloud storage of monitor records that also includes a case review feature. Each of these additions is for 5 years. These included plans will have significant savings to the budget over the 5 years.

Board Policy Implications

The District's purchasing policy requires the Board of Directors to approve any purchase in excess of \$50,000.

Budget Implications

The total purchase is \$1,011,628.89, with \$919,662.63 in federal funding and \$91,966.26 paid by the District for its required local cost share.

The purchase of cardiac equipment will be through a cooperative procurement via a formal solicitation completed by the Savvik cooperative buying group. This cooperative procurement method has been discussed with FEMA, and it aligns with section 137-046-0400 of the District's purchasing policy as well as Federal grant 2 CFR 200 requirements.

Attached are the vendor quotes and documentation from the Savvik cooperative buying group.



38X LP15

Quote Number: 10671437

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: CLACKAMAS FIRE DEPT 1

Chicago, IL 60673-3308

Attn:

Rep: Ben Wintermute

Email: ben.wintermute@stryker.com

Phone Number:

GPO: SAVVIK RFB 2021-06

Quote Date: 06/20/2023

Expiration Date: 09/18/2023

Delivery Address

Name: CLACKAMAS FIRE DEPT 1
Account #: 1278943
Address: 11300 SE FULLER RD
MILWAUKIE
Oregon 97222-1124

End User - Shipping - Billing

Name: CLACKAMAS FIRE DEPT 1
Account #: 1278943
Address: 11300 SE FULLER RD
MILWAUKIE
Oregon 97222-1124

Bill To Account

Name: CLACKAMAS FIRE DEPT 1
Account #: 1278943
Address: 11300 SE FULLER RD
MILWAUKIE
Oregon 97222-1124

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001955	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	24	\$29,280.15	\$702,723.60
2.0	41577-000284	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	24	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	102	\$393.90	\$40,177.80
4.0	11577-000004	Station Battery Charger - For the LP15	27	\$1,604.85	\$43,330.95
5.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	24	\$59.80	\$1,435.20
6.0	11160-000011	NIBP Cuff-Reusable, Infant	24	\$18.85	\$452.40
7.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	24	\$218.40	\$5,241.60
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	24	\$29.90	\$717.60
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	24	\$42.25	\$1,014.00
10.0	11160-000013	NIBP Cuff-Reusable, Child	24	\$21.45	\$514.80
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	24	\$280.80	\$6,739.20
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	24	\$50.70	\$1,216.80
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	24	\$72.15	\$1,731.60
14.0	21300-008054	4-Wire Cable Comb (10-Pack)	2	\$49.40	\$98.80



38X LP15

Quote Number: 10671437

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: CLACKAMAS FIRE DEPT 1

Rep: Ben Wintermute

Attn:

Email: ben.wintermute@stryker.com

Phone Number:

GPO: SAVVIK RFB 2021-06

Quote Date: 06/20/2023

Expiration Date: 09/18/2023

#	Product	Description	Qty	Sell Price	Total
15.0	21300-008055	6-Wire Cable Comb (10-Pack)	2	\$49.40	\$98.80
16.0	11171-000047	Masimo M-LNCSP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.	24	\$262.60	\$6,302.40
17.0	11171-000046	Masimo M-LNCSCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	24	\$262.60	\$6,302.40
18.0	11171-000040	Masimo M-LNCSdiatric Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	24	\$310.70	\$7,456.80
21.0	11996-000471	4G Modem: Verizon Cellular (for use on Stryker data plan; purchased separately)	24	\$1,004.90	\$24,117.60
24.0	11996-000311	QUIK-COMBO 12-lead Patient Simulator	3	\$882.70	\$2,648.10
Equipment Total:					\$852,320.45

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZX-LP15	TRADE-IN-ZOLL X-SERIES TOWARDS PURCHASE OF LIFEPAK 15	24	-\$6,500.00	-\$156,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
19.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes(11996-000091) & 1 Test Load(21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	24	\$9,367.00	\$224,808.00
20.0	78000168	KORE - Stryker data plan for modem (Verizon)	24	\$1,920.00	\$46,080.00
22.0	81000002	EMS LIFENET PRO TIER 2	1	\$12,500.00	\$12,500.00
ProCare Total:					\$283,388.00



38X LP15

Quote Number: 10671437
Version: 1
Prepared For: CLACKAMAS FIRE DEPT 1
Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Ben Wintermute
Email: ben.wintermute@stryker.com
Phone Number:

GPO: SAVVIK RFB 2021-06
Quote Date: 06/20/2023
Expiration Date: 09/18/2023

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$13,576.83
Grand Total:	\$993,285.28

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL



Clackamas Lucas

Quote Number: 10672342

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: CLACKAMAS FIRE DEPT 1

Rep: Ben Wintermute

Attn:

Email: ben.wintermute@stryker.com

Phone Number:

GPO: SAVVIK RFB 2021-06

Quote Date: 06/20/2023

Expiration Date: 09/18/2023

Delivery Address

Name: CLACKAMAS FIRE DEPT 1
Account #: 1278943
Address: 11300 SE FULLER RD
MILWAUKIE
Oregon 97222-1124

End User - Shipping - Billing

Name: CLACKAMAS FIRE DEPT 1
Account #: 1278943
Address: 11300 SE FULLER RD
MILWAUKIE
Oregon 97222-1124

Bill To Account

Name: CLACKAMAS FIRE DEPT 1
Account #: 1278943
Address: 11300 SE FULLER RD
MILWAUKIE
Oregon 97222-1124

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$16,814.60	\$16,814.60
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,010.75	\$1,010.75
3.0	11576-000071	LUCAS External Power Supply	1	\$319.80	\$319.80
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$601.25	\$601.25
5.0	11576-000048	LUCAS 12V-24V DC Car Cable	1	\$122.85	\$122.85
				Equipment Total:	\$18,869.25

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP12B-LUC3	TRADE-IN-STRYKER LIFEPAK 12B TOWARDS PURCHASE OF LUCAS 3.1	1	-\$5,000.00	-\$5,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
6.1	78000696	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$4,182.00	\$4,182.00



Clackamas Lucas

Quote Number: 10672342

Version: 1

Prepared For: CLACKAMAS FIRE DEPT 1

Attn:

GPO: SAVVIK RFB 2021-06

Quote Date: 06/20/2023

Expiration Date: 09/18/2023

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Ben Wintermute

Email:

ben.wintermute@stryker.com

Phone Number:

ProCare Total:	\$4,182.00
----------------	------------

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
-------------------------------	--------

Freight/Shipping:	\$292.36
-------------------	----------

Grand Total:	\$18,343.61
--------------	-------------

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL



To whom it may concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States. These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

The use of these public awards in a cooperative fashion with Federal monies has been a question asked of us many times. To help answer these important questions the information has been provided below to assist with the most frequently asked. If you would like more information or have additional questions please reach us at the contact numbers at the end of this document.

The Code of Federal Regulations sections 200.317 – 200.327 is followed in our bidding process. Below are the regulations and highlighted portions that support the use of our contracts with Federal dollars. We make every attempt to include small, minority and women owned business as part of each bidding listing. There are five key steps that are followed in each of our public bids below.

- 1. Advertised a procurement solicitation in a relevant publication.**
- 2. Used specific purchase descriptions in the solicitation.**
- 3. Provided for renewed competition.**
- 4. Used a clear rule for award or determination of best value in its solicitation.**
- 5. Used an appropriate comparative evaluation process for choosing vendors**

Procurement Standards – Code of Federal Regulations

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

§ 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the

acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement;
and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases -**

(i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold

identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) ***Non-Federal entity increase to the micro-purchase threshold over \$50,000.*** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) ***Small purchases -***

(i) ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) ***Simplified acquisition thresholds.*** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest

in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

Savvik member have access these documents on our website:

- RFP for each Bid
- Proof of Publication
- Bid pricing
- Signed agreements with each awarded vendor
- Cooperative Purchasing Public Agreement / Interlocal Agreement
- Competitive Bid process letter
- Vendor evaluation scorecards
- Standards of Conduct

Other documentation that is available to assist in your procurement process can be requested.

Please reach out to us anytime @ 1-888-603-4426 or help@savvik.org

Key bidding contact: Mickey Schulte 713-504-7737 or mschulte@savvik.org



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Resolution Approving an Amendment to the Clackamas Industrial Area Urban Renewal Plan

Action Requested

Request Board approval of Resolution 23-06 to concur on an amendment to the Clackamas Industrial Area Urban Renewal Plan transferring \$1.2 million to assist with renovations and on-site improvements at the district's training facility.

Background

As part of the Clackamas Town Center Urban Renewal Plan, Clackamas Fire was provided funds in 2015 to assist in the construction of an Administration Building. As the cost of construction increased and organizational needs changed, the district received approval to expend the urban renewal funds on other projects within the Clackamas Town Center Urban Renewal Area, including the purchase and renovation of the Fuller Road house, improvements to administrative offices at Station 1, replacement overhead doors for Station 1, and security fencing for Station 1. After the completion of these projects, there will be approximately \$1.2 million in Town Center urban renewal funds remaining.

Not envisioning additional capital needs within the Clackamas Town Center Urban Renewal Area that would be eligible for urban renewal funds, Clackamas Fire requested for the county to transfer the remaining \$1.2 million in funds for use at our training center at 15990 SE 130th Avenue, which is within the boundaries of the Clackamas Industrial Area Urban Renewal Plan Area. Such a transfer requires an amendment to the Clackamas Industrial Area Urban Renewal Plan to add the training center facility project. ORS 457 requires that three of the top four taxing districts in the urban renewal area approve by resolution any amendments that add a public building project.

Budget Implications

This resolution does not have budget implications. The district has already received these urban renewal funds, and they are already included as a funding source in the district's budget and capital plan. Additionally, the amendment does not affect tax revenue collections. Both the Clackamas Town Center Urban Renewal Plan and the Clackamas Industrial Area Urban Renewal Plan have ceased tax increment collections, but are still authorized to undertake projects.

Staff Recommendation

Staff requests Board approval of Resolution 23-06 to concur with Clackamas County adding an amendment to the Clackamas Industrial Area Urban Renewal Plan transferring \$1.2 million to assist with renovations and on-site improvements at the district's training facility.



CLACKAMAS FIRE DISTRICT #1

Here for you

RESOLUTION # 23-06

Approval of Clackamas Industrial Area Urban Renewal Plan Amendment

Whereas, the Clackamas County Redevelopment Agency (“Agency”) is an urban renewal agency formed under ORS Chapter 457; and;

Whereas, the Clackamas County Commission (“County Commission”) adopted the Clackamas County Industrial Area Urban Renewal Plan (“Plan”) on July 26, 1984; and

Whereas, the Agency has prepared a substantial amendment to the Plan to authorize funding for the Clackamas Fire District No. 1 training facility; and

Whereas, these amendments are show in Exhibit A, Plan Amendment; and

Whereas, the change of a public building project requires concurrence of taxing districts in accordance with ORS 457.089; and

Whereas, taxing districts representing three of the four taxing districts who are estimated to forego the most property tax revenue must concur with this expenditure of funds for a public building project as required by ORS 457.089; and

Whereas, The Agency is no longer taking division of taxes for this Plan so there is no direct impact to taxing districts as a result of this Amendment; and

Whereas, The Agency is consulting with impacted taxing districts regarding the projects to be undertaken including requesting concurrence for the Clackamas Fire District NO. 1 training facility project; and

Whereas,, the Agency has requested concurrence from the Clackamas Fire District No. 1; and

Whereas, the Clackamas Fire District No. 1 has considered this request; now therefore be it

Resolved, that the Board of Directors of Clackamas Fire District hereby approves the addition of a public building project, a fire district training facility, to the Clackamas Industrial Area Urban Renewal Plan.

Adopted this date, June 26, 2023.

President, Board of Directors

Secretary, Board of Directors

Exhibit A Clackamas Industrial Area Development Plan Amendment

The following changes are made in the Clackamas Industrial Area Development Plan. Added language is shown in *italics*.

SECTION 100. INTRODUCTION

Describe 2023 Amendment

SECTION 200. DEFINITIONS

No changes to this section.

SECTION 300. BOUNDARY OF THE DEVELOPMENT DISTRICT

No changes to this section.

SECTION 400. NECESSITY, PURPOSE, GOALS & OBJECTIVES

No changes to this section.

SECTION 500. LAND USE AND ZONING

No changes to this section.

SECTION 600. PROJECT ACTIVITIES

615 Community Services

1. Improved Fire Protection

- a. The Fire Board of Clackamas Fire District #71 has identified the need for improved fire fighting capability in the Clackamas Industrial Area. They have completed the third of four phases of construction on a new site centrally located in the Industrial Area on 130th Avenue, south of Highway 212. With the financial assistance of the Development Agency the final phase of construction can be completed more rapidly making the area more attractive to prospective new industries.

The Development Agency's role will be limited to providing a \$300,000 contribution of funds. Design of the facilities, supervision of construction, maintenance and operation will be managed by the Fire District.

- b. *North Clackamas Fire District No. 1 Training Facility. This project will provide funds to assist the Fire District in making improvements to their training facilities located in SE 130th Avenue. Funds are to be used to construct new buildings, renovate existing buildings or on-site improvements. Funds cannot be used to purchase equipment or furnishings. The project serves and benefits the District as it improves the firefighting capabilities for the District. As this project fits the definition in ORS 457.010 (12)(a)(A) of a public building, the project is required to be approved three of the four taxing districts that are estimated to forego the most property tax*

revenue as computed in the report accompanying the proposed plan. The question of concurrence shall be determined by a vote of the governing body of each of the four taxing districts. This Plan no longer takes division of tax revenues, however, the Clackamas County assessor provided information on the tax rates in place for the final year of division of taxes for this Plan. The four taxing districts estimated to forego the most property tax revenues are Clackamas County, Fire District No. 1, County Law Enhancement and North Clackamas School District. The boards of Clackamas County, County Law Enhancement, Clackamas Fire District #1 and the North Clackamas School District have formally approved this project being added to the Plan. Their resolutions are attached to the ordinance adopting the Plan Amendment.

SECTION 700. ACTIONS TO IMPLEMENT THE PLAN

Changes to Section 755 -

~~Pursuant to the provisions of 457.460 the Agency shall by August 1 of each year, prepare a statement containing:~~

~~1. The amount of money actually received during the preceding fiscal year under subsection (4) of ORS 457.440 and from indebtedness incurred under subsection (6) of ORS 457.440;~~

~~2. The purposes and amounts for which any money received under subsection (4) of ORS 457.440 were expended during the preceding fiscal year;~~

~~An estimate of moneys to be received during the current fiscal year under subsection (4) of ORS 457.440 and from indebtedness incurred under subsection (6) of ORS 457.440;~~

~~4. A budget setting forth the purposes and estimated amounts for which the moneys which have been or will be received under subsection (4) of ORS 457.440 and from indebtedness incurred under subsection (6) of ORS 457.440 are to be expended during the current fiscal year; and~~

~~5. An analysis of the impact, if any, of carrying out the Development Plan on the tax rate for the preceding year for all taxing bodies included under ORS 457.430.~~

~~The financial report shall be filed with the governing body of the County and notice shall be published that the statement has been prepared and is on file with the County and the Agency and the information contained in the statement is available to all interested persons. The notice shall be published once a week for not less than two~~

~~successive weeks before September 1 of the year for which the statement is required in accordance with ORS 457.115. The notice shall summarize the information required under paragraphs (1) and (4) above and shall set forth in full the information required under paragraph (5) above.~~

1) Not later than January 31 of each year, an urban renewal agency shall prepare a statement, on the same basis on which its financial statements are prepared, containing:

(a) The amount of moneys received during the preceding fiscal year under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#) and from indebtedness incurred under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#);

(b) The purposes and amounts for which any moneys received under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#) and from indebtedness incurred under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#) were expended during the preceding fiscal year;

(c) An estimate of moneys to be received during the current fiscal year under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#) and from indebtedness incurred under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#);

(d) A budget setting forth the purposes and estimated amounts for which the moneys that have been or will be received under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#) and from indebtedness incurred under [ORS 457.420 \(Plan may provide for division of property taxes\)](#) to [457.470 \(Modification of assessed value\)](#) are to be expended during the current fiscal year;

(e) The maximum indebtedness for each urban renewal area included in an urban renewal plan of the agency, including the amount of indebtedness incurred through the end of the immediately preceding fiscal year; and

(f) An analysis of the impact, if any, of carrying out the urban renewal plan on the tax collections for the preceding year for all taxing districts included under [ORS 457.430 \(Certification of assessed value of property in urban renewal area\)](#).

(2)(a) The statement required by subsection (1) of this section shall be filed with the governing body of the municipality and distributed to each taxing district affected by an urban renewal plan of the agency. Notice shall be published that the statement has been prepared and is on file with the municipality and

the agency and the information contained in the statement is available to all interested persons. The notice shall be published once a week for not less than two successive weeks before March 1 of the year in which the statement is filed, in accordance with [ORS 457.115 \(Manner of newspaper notice\)](#). The notice shall summarize the information required under subsection (1)(a) to (e) of this section and shall set forth in full the information required under subsection (1)(f) of this section.

(b) A representative of the agency shall be available to consult with affected taxing districts and respond to questions.

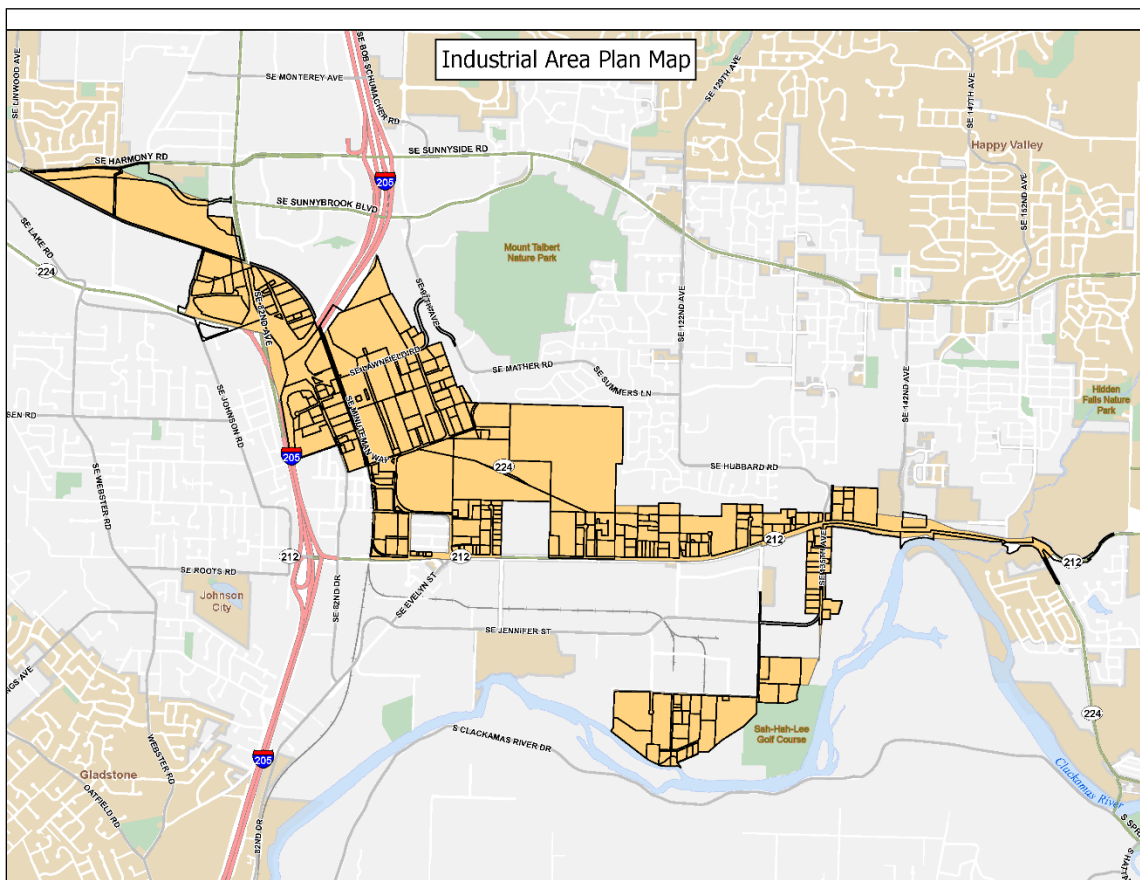
SECTION 800. RESERVED

No changes to this section.

SECTION 900. AMENDMENTS TO THIS PLAN

No changes to this section.

Figure 1 – Clackamas Industrial Area Urban Renewal Area



Source: Clackamas County

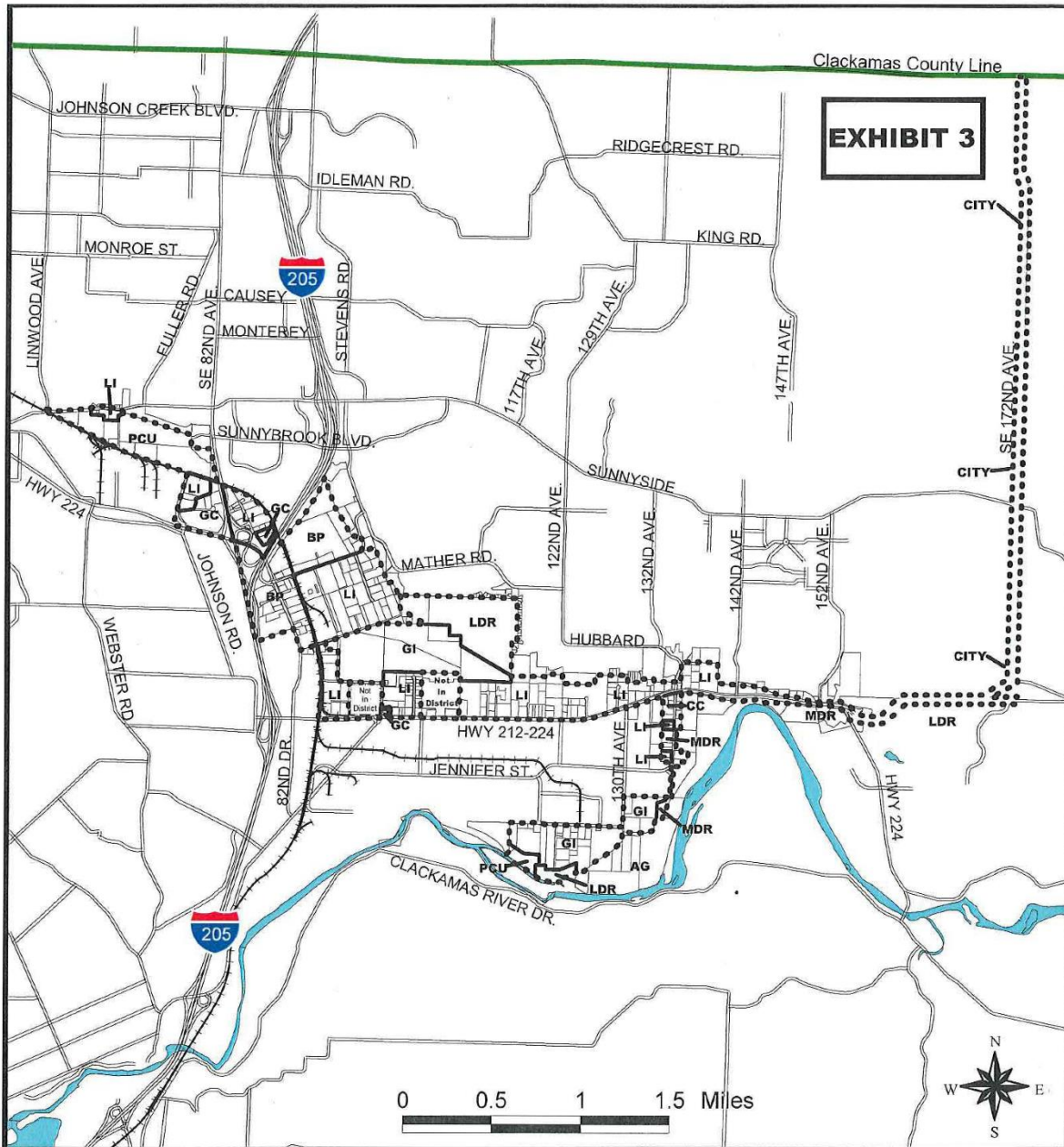


EXHIBIT 3

CLACKAMAS INDUSTRIAL AREA DEVELOPMENT PLAN LAND USE PLAN MAP

- Urban Renewal Area Boundary
 - GI** General Industrial
 - LI** Light Industrial
 - BP** Business Park
 - GC** General Commercial
 - CC** Community Commercial
 - MDR** Medium Density Residential
 - LDR** Low Density Residential
 - PCU** Public and Community Use
- CITY:** SE 172nd is in the City of Happy Valley

Sept. 2007



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 3, 2023

Clackamas Fire District No.1
Chief Nick Browne
11300 SE Fuller Road
Milwaukie, Oregon 97222
tracey.grisham@clackamasfire.com

Clackamas County is preparing a substantial amendment (Amendment) to the Clackamas Industrial Area Urban Renewal Plan. The Amendment would add an additional project to the Plan for Clackamas Fire District No. 1 to assist in the development of their training facility located in the industrial area on 130th Avenue, south of Highway 212. Funds are to be used to construct new buildings, renovate existing buildings or for on-site improvements. The funding proposed to be provided by the Clackamas County Development Agency (CCDA) is \$1,200,000.

Although the amendment does not fit into the category of substantial amendments required by ORS 457, it is required to be a substantial amendment in the amendments section of the Clackamas Industrial Area Urban Renewal Plan (Plan). The urban renewal area is still undertaking projects, however Clackamas County ceased tax increment collections through division of taxes for the Clackamas Industrial Area Urban Renewal Area (Area) in 2006. Therefore, this Amendment does not have a fiscal impact on your taxing district. The Amendment will not increase the Maximum Indebtedness of the Plan but will allow for expenditure of existing funds to a new project.

The Clackamas County Development Agency is required by statute to inform all taxing districts of the amendment to the Plan and to respond specifically to any written recommendations of the overlapping taxing districts. This letter is your formal notice of the amendment.

In addition, as this project is defined as a public building project in ORS 457, the approval of three of the top four taxing districts that are estimated to forego the most property tax revenue is required.

Your taxing district is one of the four taxing districts which must concur with this amendment. The concurrence is required to happen by resolution of your board. We are happy to assist you

with the preparation of the resolution for your consideration and to brief your board if you would like. We would like these resolutions approved in June if possible as that will allow Fire District 1 to proceed with the project.

The Amendment was reviewed by the CCDA on April 26, 2023. It will be reviewed by the Clackamas County Planning Commission on June 12, 2023 and by the Clackamas County Board of County Commissioners on June 22, 2023. If you would like to submit any written comments to the Clackamas County Commissioners, please do so by June 12, 2023. We have sent this letter to you directly, but please share it with your board, as we are required to share it with the governing body of the taxing district.

For more information, please contact:

David Queener
503.742.4322
davidque@clackamas.us

Sincerely,

David Queener

David Queener
Development Agency Program Supervisor
Department of Transportation and Development
Clackamas County

Attachments:

- A. Clackamas Industrial Area Urban Renewal Plan Amendment
- B. Report on the Clackamas Industrial Area Urban Renewal Plan Amendment



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Assistant Chief Brian Stewart on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Procurement of Information Technology Services

Actions Requested

Staff requests Board of Directors delegate the authority to the Fire Chief to negotiate and execute a contract for IT Services.

Background

Clackamas Fire has long been using full-time employees and a managed service provider (MSP) to fill our technology services needs. The District has been using one service provider (or its predecessor companies) for eighteen years. This model has changed over the years as we have requested new services, hired employees, and changed some of our infrastructure. CTO Hicks was expanding our managed services this coming fiscal year and then expanding them further to with one IT Technician II leaving the organization. With its limited staff, Technology Services is unable to adequately address surge needs or provide baseline services when one or two employees are absent, intermittently or for extended periods. While Technology Services was able to contract for one temp employee for assistance, CTO Hicks has worked, without success, to find a second temp employee for help with the IT Technician II's departure.

As CTO Hicks worked on the selection process for expanding MSP services, the District became aware of estimated costing for full-services and the bench strength that such a contract could provide. Management conferred on the potential and is pursuing that option. Due to the sensitivity of contracting out for services and for the security of our IT services, the District expanded on the process that CTO Hicks had implemented to select a vendor for the expanded MSP services. The District is following the personal services contracting requirements in the District's purchasing policy which requires three written quotes and Board approval. The District is currently working with four managed service providers on quotes and interviews. Final selection is expected the week of June 27.

Board Policy Implications

The District's procurement policy requires the Board authorize expenditures greater than \$50,000. While still to be negotiated, the annual cost of a full-service IT contract is expected to be in the range of \$350,000 - \$450,000.

Budget Implications

This purchase will be funded by the funds designated IT services in the FY2024 budget. The District is currently in the process of selecting a vendor and estimates future annual savings above \$400,000. Following are tables illustrating the estimated savings in future years, costs for the current year, and a line item comparison.

FY25 and future years: The table below provides an estimate of savings in today’s dollars.

Estimated annual savings	
IT Personnel and Managed Service Provider	\$848,530
Annual IT services contract	(\$400,000)
Annual Savings	\$448,530

FY24: Based on ending existing services on August 31 and having the new IT services begin on July 1, there is approximately three months of expense overlap. This results in a \$168,513 reduction in expense for IT services this fiscal year. Should the existing managed service provider be the selected vendor, the District would realize an additional \$17,000 in remaining funds.

Summary of FY 2024 budget impacts	
Budget for IT Personnel and Managed Services	\$848,530
Existing personal and professional services (3 months)	(\$280,017)
New IT services contract (12 months)	(\$400,000)
FY 2024 remaining	\$168,513

Comparison by line item: The table below compares the FY24 budgeted line items, the estimated expenditures in FY24, and future year expenses. Note, this does not include \$21,000 of other professional services related to Telestaff.

Account Description	Budgeted	Full-Contract	Future Years
Exempt Salary	\$280,900	\$138,449	\$0
Non-Exempt Salary	\$242,200	\$52,524	\$0
Temporary Labor	\$0	\$0	\$0
Overtime	\$6,000	\$0	\$0
SS/Medicare	\$40,600	\$10,150	\$0
Tri-Met Taxes	\$4,350	\$1,088	\$0
PFMLI	\$2,100	\$525	\$0
PERS Employer	\$122,700	\$30,675	\$0
Deferred Compensation	\$11,580	\$2,895	\$0
Café Plan Benefits	\$18,800	\$4,700	\$0
PEHP	\$6,000	\$1,500	\$0
Health Trust	\$5,300	\$1,325	\$0
Vehicle Allowance	\$0	\$0	\$0
Cell/Tech Allowance	\$0	\$0	\$0
Uniform & Protective Eqpt	\$500	\$0	\$0
Professional Services (MSP)	\$100,000	\$436,187	\$400,000
Schools/Conferences Registration	\$5,000	\$0	\$0
Travel Expense	\$2,000	\$0	\$0
Mileage Reimbursement	\$500	\$0	\$0
IT Personnel and Contract Total:	\$848,530	\$680,017	\$400,000



CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Assistant Chief Brian Stewart on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Special Procurement for Darkhorse Emergency

Action Requested

Staff requests Board of Directors (Acting as the District's Local Contract Review Board under ORS 279A.060) approval for a special procurement of Darkhorse Emergency data analytics and predictive modeling tool.

Background

The District needs to enhance its data/GIS capabilities for performance reporting and analytics and to conduct distribution studies. Management has worked to evaluate solutions over a period of years (e.g., employee vs. contractor, different reporting and analytic tools). There is funding in the approved budget to support analytics by means of hiring an FTE. In reviewing options and working with a GIS contractor, the plan to hire an FTE is deferred in lieu of contracting out for GIS analytic services and implementing Darkhorse Emergency.

Darkhorse Emergency will provide data wrangling, performance reporting, data analytics, and predictive modeling. These services will help improve existing services, optimize deployment of levy-funded positions, and support the District conducting a station study. The platform has been evaluated by our GIS contractor who gives it high marks for components such as its drivetime model and real-time predictive modeling changes.

Staff has researched other data/GIS platforms. There are other companies that provide similar services, there are none that provide the same complement (data wrangling, performance reporting, analytics, and predictive staffing and location modeling) with real-time interface.

Board Policy Implications

The District's procurement policy authorizes the Board (Acting as Local Contract Review Board) to exempt certain procurements of goods and services from competitive bidding according to the special procurement procedures described in ORS 279B.085. This requested special procurement meets the requirements of ORS 279B.085 and OAR 137-047-0285 because (1) *it is unlikely to encourage favoritism or substantially diminish competition* as there are no known comparable products available on the market, and (2) *it is expected to promote the public interest* due to the benefits the simulation table would provide to the community and cooperating agencies.

If approved, the District will issue a Public Notice on the State of Oregon's eProcurement system, OregonBuys, with a protest period of seven (7) calendar days. If no protests are received, the District will proceed to contract with the vendor.

Attached are the following documents: Request for Special Procurement form and Notice of Special Procurement.

Budget Implications

This purchase will be funded through savings in Planning & Strategic Services (101405) from delayed implementation of a data analyst position and other remaining funds.



CLACKAMAS FIRE DISTRICT #1

PUBLIC NOTICE FOR SPECIAL PROCUREMENT #S-2023-002

Clackamas Fire District #1 hereby provides public notice of the approval of Special Procurement #S-2023-002 for data wrangling, performance reporting, data analytics, predictive staffing and location modeling. Notice documents can be accessed online at <https://oregonbuys.gov/bs/>.

This is not an opportunity to submit a proposal. This notice is pursuant to Oregon Revised Statutes (ORS) 279B.085 (5) and 279B.400 and Oregon Administrative Rules (OAR) 137-047-0285 and 137-047-0700. Any affected person may protest the approval of the Special Procurement.

An affected person must deliver a written protest via email to the Clackamas Fire District #1 Finance Manager within seven (7) calendar days after the first date of this public notice.

The written protest must include:

1. A detailed statement of the legal and factual grounds for the protest;
2. A description of the resulting harm to the affected person; and
3. The relief requested.

A protest must be clearly labeled and include the Special Procurement number. Protests must be delivered to the **Clackamas Fire District #1 Finance Manager** within the seven (7) calendar days by email at the following:

Email

Subject Line: **Protest of Special Procurement # S-2023-002**
michael.wong@clackamasfire.com

The single point of contact for questions and information about the Special Procurement and Notice is Michael Wong, Finance Manager, email to michael.wong@clackamasfire.com.



CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Assistant Chief Brian Stewart on behalf of Fire Chief Nick Browne
Date	June 26, 2023
Subject	Contract for Darkhorse Emergency

Action Requested

Staff requests Board of Directors approve the attached contract for Darkhorse Emergency data analytics and predictive modeling tool.

Background

The District needs to enhance its data/GIS capabilities for performance reporting and analytics and to conduct distribution studies. Management has worked to evaluate solutions over a period of years (e.g., employee vs. contractor, different reporting and analytic tools). There is funding in the approved budget to support analytics by means of hiring an FTE. In reviewing options and working with a GIS contractor, the plan to hire an FTE is deferred in lieu of contracting out for GIS analytic services and implementing Darkhorse Emergency.

Darkhorse Emergency will provide data wrangling, performance reporting, data analytics, and predictive modeling. These services will help improve existing services, optimize deployment of levy-funded positions, and support the District conducting a station study. The platform has been evaluated by our GIS contractor who gives it high marks for components such as its drivetime model and real-time predictive modeling changes.

Staff has researched other data/GIS platforms. While there are other companies that provide similar services, there are none that provide the same complement (data wrangling, performance reporting, analytics, and predictive staffing and location modeling) with real-time interface. Staff has requested the Local Contract Review Board approve a special procurement for this product. Staff worked with Darkhorse Emergency on the costing and length of the agreement to achieve the best value for the District.

Board Policy Implications

The District's purchasing policy requires the Board of Directors to approve any purchase in excess of \$50,000. This five-year agreement has a total cost of \$315,319.

Budget Implications

This purchase will be funded through savings in Planning & Strategic Services (101405) from delayed implementation of a data analyst position and other remaining funds.

CONSULTING SERVICES

DATA ANALYTICS AND PREDICTIVE MODELING TOOL

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is entered into effective as of July 10, 2023 (the "**Effective Date**")

BETWEEN:

Darkhorse Emergency Corp., a corporation formed under the laws of Alberta, with an address at 200 – 10049 81 Avenue NW, Edmonton, AB T6E 1W7 ("**Darkhorse**")

and

Clackamas Fire District, with an address of 11300 SE Fuller Rd, Milwaukie, OR 97222, United States ("**the Customer**")

WHEREAS:

- A. Darkhorse provides consulting and Implementation Services, Subscription Services, and Advisory Services related to data analytics and a predictive modeling solution for emergency services providers, as defined herein;
- B. The Customer is an emergency service provider that wishes to acquire Implementation Services, Subscription Services, and Advisory Services in accordance with this Agreement; and
- C. Darkhorse and the Customer are forming this Agreement to establish the terms and conditions upon which the Darkhorse will provide the Implementation Services, Subscription Services, and Advisory Services to the Customer.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

1.1 **Definitions.** The following terms as used in this Agreement, including the recitals, shall have the meanings indicated below, unless otherwise indicated or the context otherwise requires:

- (a) "**Business Day**" means a day Monday through Friday that the chartered banks are open for business in the Province of Alberta.
- (b) "**Business Hours**" 9 a.m. to 5p.m. MST during Business Days.
- (c) "**Confidential Information**" means any information about a party, including but not limited to information about its business, products, services, suppliers, customers, or pricing that is provided or otherwise obtained pursuant to this Agreement, except that Confidential Information does not include information

that: (i) was in the prior possession of the receiving party; (ii) was received by the receiving party from a third party without obligations of confidentiality; (iii) is in the public domain; or (iv) is developed independently by a party without use of or reference to the information of the other party.

- (d) **“Customer Data”** means information provided by Customer to assist in the development of Deliverables or input in accessing and using the Subscription Services, including but not limited to information requested by Darkhorse related to call data, spatial data, operational data and municipal development plans.
- (e) **“Customer Environment”** means electricity, internet connectivity, compatible mobile communications devices, and compatible computer hardware, software, and operating systems, as further described in Schedule “B”.
- (f) **“Darkhorse Reports”** means any reports or other output generated from the Customer accessing and using the Subscription Services.
- (g) **“Deliverable”** means a deliverable to be provided as set out in a SOW.
- (h) **“Derivative Work”** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation (including compilation or recapitulation by computer), abridgement, condensation, expansion, or any other form in which such a pre-existing work may be recast, transformed, or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute a copyright infringement.
- (i) **“Documentation”** means all documentation with respect to the Subscription Services found at <https://darkhorseemergency.com/>
- (j) **“Event of Force Majeure”** has the meaning set out in Section 12.4.
- (k) **“Implementation Services”** means the services to be provided by Darkhorse related to the customization and implementation of Darkhorse’s Proprietary Software and Subscription Services, including the provision of any Deliverables under a SOW. Implementation Services shall not include any data conversion or migration unless expressly provided in a SOW.
- (l) **“Initial Term”** has the meaning set out in Section 7.
- (m) **“Intellectual Property Rights”** means: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all Derivative Works thereof; (ii) trade design and industrial design rights; (iii) integrated circuit topography rights; (iv) trade-mark and trade name rights and similar rights; (v) trade secret rights and rights in confidential information; (vi) patents, designs, algorithms and other industrial property rights, (vii) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (viii) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- (n) **“Issue”** means any failure of the Subscription Services to substantially comply with the Documentation when operated in accordance with this Agreement and the Documentation, with the applicable tier and priority level for resolution of such Issue as set out in Schedule “C”.
- (o) **“Qualified Personnel”** mean Customer employees who have successfully completed Darkhorse’s training program for the Software and Subscription Services.
- (p) **“Renewal Term”** has the meaning set out in Section 7.
- (q) **“Service Level Agreement”** means Schedule “C”.
- (r) **“Services”** means Implementation Services and Subscription Services.
- (s) **“Software”** means the proprietary software application provided by Darkhorse to be installed on a computer or mobile communications device that will permit access to Subscription Services.
- (t) **“SOW”** means a statement of work agreed to in writing by the parties setting out the Implementation Services to be provided pursuant to this Agreement, and attached as Schedule “A” to this Agreement.
- (u) **“Subscription Services”** means the services listed in Schedule B and any Deliverables to be provided under a SOW, which may be accessed by Qualified Personnel on a computer or mobile communications device.
- (v) **“Term”** means the Initial Term, and any Renewal Terms, if applicable.

2.0 LICENSE

2.1 **License to Customer.** Darkhorse hereby grants to the Customer a personal, nontransferable, royalty-free, fully paid up license (without rights of sublicense) during the Term to install and use the proprietary software solely on devices owned or controlled by the Customer or its Qualified Personnel, and solely for the purpose of accessing and using the Subscription Services. The license allows the Customer an unlimited number of EPS users access to the platform. Darkhorse hereby grants to the Customer a personal, nontransferable, royalty-free, fully paid up license (without rights of sublicense) during the Term to reproduce and use any Darkhorse Reports.

2.2 **Licenses to Darkhorse.** Customer hereby grants to the Darkhorse a personal, nontransferable, royalty-free, fully paid up license (with rights to sublicense to its contractors and suppliers) during the Term to use, reproduce and create Derivative Works of Customer Data solely to provide Services and Darkhorse Reports to Customer in accordance with this Agreement. No derivative works will be shared outside of the Customer’s organization without written consent from the Customer.

2.3 **Restrictions.** Customer is not licensed or permitted under this Agreement to do any of the following and shall not allow any Qualified Personnel or others for whom Customer is responsible to do any of the following: (i) access or attempt to access any other Darkhorse systems, programs or data that are not made available for public use; (ii) rent, sell, lease, lend,

redistribute or sublicense the Software or Darkhorse Reports or permit any third party to benefit from the use or functionality of the Software, Services or Darkhorse Reports via a rental, lease, timesharing, service bureau, or other arrangement without the express permission of Darkhorse Emergency Corp.; (iii) use the Software on any compatible device that Customer or Qualified Personnel do not own or control; (iv) copy, modify, or create Derivative Works of the Software, Services or Darkhorse Reports; (v) work around any technical limitations in the Software, Services or Darkhorse Reports, or use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law or by licenses with respect to open source software included with the Software; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by Darkhorse or other licensees or customers, or impose an unreasonable or disproportionately large load on Darkhorse's infrastructure; or (vii) otherwise use the Software, services or Darkhorse Reports except as expressly allowed under this Agreement.

3.0 IMPLEMENTATION SERVICES

3.1 Implementation Services. Subject to Customer fulfilling its obligations under the Agreement and the applicable SOW or SOWs, Darkhorse shall use commercially reasonable efforts to provide the Implementation Services in accordance with the applicable SOW or SOWs.

3.2 Acceptance. Any provision of Deliverables shall be subject to any acceptance procedures and criteria that may be set out in the applicable SOW.

3.3 Project Manager. Each party shall appoint the representative indicated in the applicable SOW to act as a Project Manager, which may be changed from time to time by providing written notice, who shall act as a single point of contact and be responsible for giving all instructions and notices permitted or required under this Agreement with respect to Implementation Services.

3.4 Training. Darkhorse shall provide training in the use of the Software and Subscription Services as set out in Schedule "A", or as otherwise agreed in writing by the parties.

4.0 SUBSCRIPTION SERVICES

4.1 Subscription Services. Subject to Customer's compliance with Section 4.2, Darkhorse will use commercially reasonable efforts to provide Customer's Qualified Personnel with access to the Subscription Services in accordance with the Service Level Agreement. Except for the Customer Environment, Darkhorse shall be responsible for providing sufficient infrastructure, equipment, technical support labour to provide the Subscription Services.

4.2 Customer Obligations. During the Term, Customer shall be responsible for maintaining the Customer Environment at Customer's sole expense. To add clarity, this includes the access interface to the Darkhorse platform, all EPS databases and the data APIs that interface with the Darkhorse platform.

5.0 PAYMENTS

5.1 Implementation Services. Customer shall pay for Implementation and Advisory Services and training in accordance with the Schedules "A", "B" and "D".

5.2 **Subscription Services.** Customer shall pay for Subscription Services in advance on an annual basis as set out in Schedule “D”.

5.3 **Taxes.** Pricing for Services is exclusive of GST, PST or HST, or other similar use or sales taxes, which shall be payable by Customer as applicable.

5.4 **Interest.** Interest will be payable on any overdue amounts under this Agreement at the lesser of 12 percent (12%) per annum or the highest amount permitted by law.

6.0 REPRESENTATIONS AND WARRANTIES

6.1 **Capacity.** Each party represents and warrants to the other that it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

6.2 **Residency.** Darkhorse represents and warrants that as of the Effective Date it is not a non-resident for the purposes of the Income Tax Act (Canada).

6.3 **Implementation Services.** Darkhorse represents and warrants that it will provide Implementation Services in accordance with general industry standards. Customer’s sole remedy and Darkhorse’s sole obligation for a breach of this representation and warranty is to use commercially reasonable efforts to re-perform such Implementation Services in accordance with the representation and warranty.

6.4 **Subscription Services.** Darkhorse warrants that the Subscription Services will substantially comply with the Documentation when operated or used in accordance with this Agreement and the Documentation. Where an Issue arises with Subscription Services when operated or used in accordance with this Agreement, the Customer’s sole remedy and Darkhorse’s sole obligation is to provide support to resolve such Issue in accordance with the Service Level Agreement.

6.5 **Customer Data.** Customer represents and warrants that all Customer Data shall be complete, accurate and free of errors and omissions, and that Customer has all rights necessary to grant the licenses to the Customer Data set out in this Agreement.

6.6 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SERVICES AND DARKHORSE REPORTS ARE PROVIDED “AS-IS”, AND DARKHORSE DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DARKHORSE SHALL HAVE NO LIABILITY FOR ANY USE OF OR INABILITY TO USE THE SOFTWARE, SERVICES, OR DARKHORSE REPORTS FOR ANY ERROR, INACCURACY OR OMISSION IN THE SOFTWARE, SERVICES OR DARKHORSE REPORTS CAUSED BY ANY INCOMPLETENESS OR INACCURACY OF CUSTOMER DATA, OR ANY UNAVAILABILITY, INTERRUPTION OR DEGRADATION OF INTERNET SERVICE.

7.0 TERM AND TERMINATION

7.1 **Term.** This Agreement shall commence on the Effective Date and run for an initial term of five years (“**Initial Term**”) and shall automatically renew for successive terms of five years (each a “**Renewal Term**”), unless either party provides at least thirty (30) days’ notice prior to the end of the Initial term of Renewal Term, as applicable.

7.2 **Termination.** This Agreement may be terminated by a party upon written notice where it has previously provided written notice of a material breach or default of any of the provisions of this Agreement by the other party, and such breach or default remains uncured for a period of thirty (30) days after the receipt of written notice describing such breach, except that with respect to a breach of Section, parties shall have only the remedies set out therein.

7.3 **Effect of Termination.** Immediately after the effective date of expiration or termination of this Agreement, Customer shall discontinue all use of the Software and Services. Within ten (10) days of expiration or termination of this Agreement, each party shall return to the other party all Confidential Information of the other party (including in the case of Darkhorse, the return of the Customer Data), except that the obligation to return information shall not include that which must be retained for legal or archival purposes, or which is retained on a party's network. Customer shall pay all amounts due or accruing due as of the effective date of expiration or termination of this Agreement.

8.0 CONFIDENTIALITY

8.1 **Confidential Information.** Each party agrees to maintain the confidentiality of the Confidential Information of the other party and shall not disclose the Confidential Information of the other party without its prior written consent or as required by law. Each party agrees not to use the Confidential Information of the other party except to fulfill obligations or exercise rights under this Agreement, or to enforce this Agreement. A party shall be entitled to disclose the Confidential Information of the other party where required by applicable law, or the order of a court or government agency without authority to do so, except that where permitted by applicable law, the party obligated to disclose such Confidential Information shall provide prior written notice of such disclosure to the party whose Confidential Information is being disclosed.

9.0 OWNERSHIP

9.1 **Proprietary Software and Services.** Except for the limited licenses granted in this Agreement, Darkhorse shall own all right, title and interest in and to the Software and the Services, including but not limited to all Intellectual Property Rights therein or thereto. To the extent Customer acquires any right, title and interest in and to the Software and the Services, including but not limited to all Intellectual Property Rights therein or thereto, except as provided above, Customer hereby assigns and agrees to assign the same to Darkhorse.

9.2 **Customer Data.** Except for the limited licenses granted in this Agreement, Customer shall own all right, title and interest in and to the Customer Data, including but not limited to all Intellectual Property Rights therein or thereto. To the extent Darkhorse acquires any right, title and interest in and to the Customer Data, including but not limited to all Intellectual Property Rights therein or thereto, except as provided above, Darkhorse hereby assigns and agrees to assign the same to Customer.

9.3 **Inventions and Improvements.** Any and all inventions and improvements which the Customer may conceive, suggest or make while receiving access to the Software or the Services, shall be the sole and exclusive property of Darkhorse. Customer hereby assigns and agrees to assign to Darkhorse all right, title and interest in and to the inventions and improvements, including but not limited all Intellectual Property Rights therein or thereto.

9.4 **Further Assurances.** The Customer shall, whenever requested by Darkhorse, execute any and all applications, assignments and other instruments which Darkhorse shall deem

necessary in order to apply for and obtain letters of patent or copyrights of Canada or foreign countries for the Software, Services, inventions or improvements, and in order to assign and convey to Darkhorse the sole and exclusive right, title and interest in and to the Software, Services, inventions or improvements, including but not limited to all Intellectual Property Rights therein or thereto.

10.0 INDEMNITY

10.1 **Indemnification.** Subject to Section 10.2, Darkhorse shall defend, indemnify and hold harmless Customer from any and all claims, actions, suits, damages and expenses alleging that the Software or Services, as provided by Darkhorse, infringe or misappropriate the Intellectual Property Rights of a third party.

10.2 **Notice and Cooperation.** Darkhorse's obligations of indemnity are subject to: (i) Customer promptly notifying Darkhorse in writing for any claim of for indemnification pursuant to Section 10.1 (provided that Customer's failure to provide such notice shall relieve Darkhorse of its indemnification obligations only to the extent that such failure prejudices the Darkhorse's ability to defend the claim); (ii) providing Darkhorse with sole control of the claim, its defense and all negotiations for its settlement or compromise; and (iii) providing information and assistance reasonably necessary to permit the Darkhorse to defend the claim.

10.3 **Exceptions.** Darkhorse shall not be liable under Section 10.1 to the extent any claims results from Customer Data, modifications to the Software or Services other than by or for Darkhorse or use of the Software or Services in a manner not authorized by the Agreement.

11.0 LIMITATIONS OF LIABILITY

11.1 EXCEPT FOR OBLIGATIONS UNDER SECTION 10, OR A BREACH OF SECTIONS 2, 6.5 OR 8-10 OR AMOUNTS PAYABLE UNDER THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR: (i) ANY FORM OF INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, LOST PROFITS OR OTHER ECONOMIC LOSSES, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT (INCLUDING NEGLIGENCE), CONTRACT AND BREACH OF WARRANTY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES IN EXCESS OF AMOUNTS PAID OR PAYABLE BY CUSTOMER TO DARKHOUSE IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE SUCH DAMAGES AROSE OR THE AMOUNT OF APPLICABLE LIABILITY INSURANCE PROCEEDS, WHICHEVER IS GREATER.

12.0 GENERAL

12.1 **Notices.** Notices and other communications sent by a party must be in writing and shall be deemed properly given if they are sent by email or prepaid courier to the other party at the respective physical address or email address set forth below:

Darkhorse Emergency Corp.
200 – 10049 81 Avenue NW
Edmonton, AB T6E 1W7
Canada

Clackamas Fire District
11300 SE Fuller Rd,
Milwaukie, OR 97222
United States

Attention: **Craig Hiltz, Vice President**
Email: craig.hiltz@darkhorseemergency.com

Attention: **Nick Browne, Chief**
Email: nick.browne@clackamasfire.com

or at such other addresses or email addresses as the party may advise in writing. Such notices and other communications shall be deemed to be received at the opening of business in the office of the addressee on the Business Day following transmission in the case of emails and delivery in the case of prepaid courier.

12.2 **Utilization by Other Public Agencies Clause.** The use of this contract shall be made available to other local governmental agencies and agencies established for the public benefit ("Public Agencies"). The parties agree to allow other governmental agencies to enter into separate agreements with the Contractor under the terms in effect between the Customer and the Contractor. The parties also agree that any other agency utilizing the terms of this agreement shall not be deemed to be an agent or employee of the Customer for any purpose whatsoever. The parties further agree that any Public Agency will enter its own separate contract with the Contractor.

The Customer is not otherwise responsible for the Public Agencies' performance of the Contract between the individual Public Agencies and the Contractor or for any obligation or liability accruing to the Public Agencies in the performance thereof. The Public Agencies and the Contractor further agree to waive any rights they may have in making Customer a party to a dispute between a Public Agency and the Contractor.

12.3 **Independent Contractors.** The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither party shall have the right to bind or obligate the other.

12.4 **Force Majeure.** Non-performance of this Agreement (other than any failure to meet to make payments required under this Agreement) by a party shall be excused to the extent that performance by such party is rendered impractical or impossible by civil disobedience, strike, earthquake, fire, flood, governmental acts, governmental orders or governmental restrictions, shortages of supplies, or any other reason where failure to perform is beyond the reasonable control of, and not caused by negligence of, the non-performing party ("**Event of Force Majeure**"); provided further that the non-performing party provides prompt notice of the Event of Force Majeure and its expected duration, and uses reasonable efforts to resolve such Event of Force Majeure.

12.5 **Equitable Relief.** Each party acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of the other

party shall cause irreparable injury for which there are inadequate remedies at law, and therefore the other party shall be entitled to seek in any court of competent jurisdiction injunctive, preliminary or other equitable relief in addition to damages, including court costs and reasonable legal and other professional fees, to remedy any actual or threatened violations of its rights with respect to such matters.

12.6 **Amendment and Waiver.** No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver shall be effective only if in writing and signed by the party waiving rights.

12.7 **Entire Agreement.** This Agreement, including the attached Schedules incorporated herein, contains all the terms and conditions and constitutes the entire agreement in force and effect between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties.

12.8 **Survival.** Sections 1, 5, 6, 7.3 and 8-12 shall survive the expiration or termination of this Agreement.

12.9 **Assignment.** Customer may not assign this Agreement without the express written consent of Darkhorse, which may be withheld in its sole discretion. Darkhorse may assign this Agreement by providing written notice to the Customer. This Agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, legal personal representatives, successors and assigns. Provided however the preceding assignment restriction shall not apply to Customer's consolidation with another governmental entity.

12.10 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

12.11 **Legal Fees.** In the event any litigation is brought by either party in connection with this Agreement, the substantially prevailing party in such litigation shall be entitled to recover from the other party all the costs, reasonable legal and other professional fees reasonably incurred by such party in the litigation, and need not bring a suit to final judgment to substantially prevail.

12.12 **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

12.13 **Choice of Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta, other than with respect to conflict of laws. The parties irrevocably submit and attorn to the exclusive jurisdiction of the Province of Alberta, in respect of matters arising in connection with Agreement.

12.14 **Counterparts.** This Agreement may be executed in two or more counterparts and transmitted by facsimile or electronically as a PDF (Portable Document Format) document, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

Darkhorse Emergency Corp.

Clackamas Fire District

Per: _____

Per: _____

Name and Title: **Craig Hiltz, Vice President**

Name and Title: **Nick Browne, Chief**

SCHEDULE "A"

IMPLEMENTATION AND ADVISORY SERVICES

Services Provided

1. Implementation Services

- a. Clear identification of required data and collaboration with the Customer's data manager to understand service-specific business rules and particulars.
- b. Initial processing and validation of Customer data using the Darkhorse Wrangler.
- c. Iterative Diagnostic and Deployment tool demos to clarify assumptions, generate discussion, and familiarize the Customer team with the software.
- d. Forecasting future incident demand and road networks based on municipalities' population and development projections.
- e. Customization of the Deployment software to the Customer's specific language to facilitate adoption and ease of use.
- f. Access to our library of clear data visualizations that are easily exportable as SVG, PNG, or CSV (data table) files.
- g. Set up automated application updates from Customer data uploads to the Darkhorse SFTP server.
- h. Historical review facilitated by our Diagnostics software. This review includes call volume, drivetime, overgoal responses, and performance to the Customer's service standards.
- i. Diagnostic analysis facilitated by our Diagnostics software. This includes identifying the root causes of overgoal responses. The analysis is done on both a first response level and on a contingent standard for incidents where an Effective Response Force (ERF) is required.
- j. Should the Customer continue with its regional deployment efforts, Darkhorse will provide a pathway to expand the then current analytical tools to those agencies that the Customer is working with. This shall be limited to no more than five additional agencies. The Customer understands that this will expand the SOW and new expenses will be incurred.

The Implementation phase will take between 8 and 12 weeks from the date full data is provided to Darkhorse.

2. Subscription:

The term of the subscription is five years starting when the platform implementation is complete and will include the following platform components.

- a. Darkhorse Wrangler service for continuous cleaning and validation of raw uploaded service data
- b. Darkhorse HQ (unlimited Customer user licenses)
- c. Darkhorse Diagnostic software tool (unlimited Customer user licenses)
- d. Darkhorse Deployment software tool (unlimited Customer user licenses)

3. Optional Advisory Services

Access to Darkhorse advisor(s) throughout the subscription period.

An advisor engagement is optional with a subscription to the Darkhorse platform. The Customer can select the option of advisory service that best meets their needs. To accommodate the reality that the Customer's needs may change from year to year of the subscription, Darkhorse will allow Customer to choose the best option at the beginning of each contract year.

Option 1: Outsourced Analytics Advisory Group: Darkhorse team will be available three days per quarter to contribute to assessment, interpretation and goal setting with a key Customer working group. The team composition will depend on the requirements but will always include a key advisor and the analytical and technical support network to add value to the discussion.

Option 2: Monthly Analytics Review + Annual Pre-Budget Deep-dive: A Darkhorse advisor will spend a half-day zoom call with Customer leaders to review the progress on existing targets and identify any new analysis that is required. A week-long engagement is reserved prior to budgeting to ensure Customer is supported with the analysis and visuals required.

Option 3: Advisor Retainer This is the most flexible approach if the Customer is uncertain of their needs, but Darkhorse's responsiveness will depend on the availability of the required advisor type. Customer pre-pays for a block of 40 hours and can re-purchase equal or larger block as required. Purchased hours do not expire for the term of the contract.

SCHEDULE "B"

LIST OF SUBSCRIPTION SERVICES AND CUSTOMER ENVIRONMENT

Subscription Services

Subject to the Customer's provision of the Customer Environment, Subscription Services consist of the provision of access to and use of the functionality of the following items in accordance with the Agreement, including but not limited to the Service Level Agreement:

APPLICATION	USE	PLATFORM	DATA UPDATE FREQUENCY
Darkhorse Wrangler Service	Data cleanliness and consistency for Darkhorse applications. Enables efficient analysis to answer ad-hoc analytics requests.	Darkhorse computational notebooks and standardized database	Auto updates based on client frequency requirements
Darkhorse HQ	Quick access to your most important KPIs	Web-based	Auto updates based on client frequency requirements
Darkhorse Diagnostics Module	Historical data exploratory application.	Web-based	Auto updates based on client frequency requirements
Darkhorse Deployment Module	Predictive modelling application – Station locations, resource deployment scenarios, boundary optimization.	Web-based	Annual spatial update. Annual demand set to review and updates.

SCHEDULE "C"

SERVICE LEVEL AGREEMENT

ISSUE TIER AND PRIORITY	PRIORITY DEFINITION	SERVICE LEVEL
<p>Tier 1</p> <p>Any Priority</p>	<p>Tier 1 issues are those Issues that involve any loss of productive use caused by non-code factors, such as the need or loss of credentials for logging in, inaccessibility to Wi-Fi for data downloads, device-specific support</p>	<p>Support for Tier 1 Issues will be provided by a trained power user within the Customer organization. Issues that cannot be handled by Tier 1 support will be escalated to Darkhorse Tier 2 personnel.</p>
<p>Tier 2</p>	<p>Tier 2 issues are those Issues not covered or resolvable via Tier 1 support, and these include application bugs. Tier 2 support requests will originate from the designated client Tier 1 representative.</p>	
<p>Priority 1: Urgent</p>	<p>Priority 1 Issues are those defined by complete loss of productive use. Functionality is prohibited with no client-side workaround available.</p>	<p>Acknowledgement Time: Maximum of 4 hours within Business Hours from the inquiry being made by the Customer.</p> <p>Resolution Time is within 8 hours of Acknowledgement Time</p>
<p>Priority 2: Normal</p>	<p>Priority 2 are those Issues is when productive use is not impacted. Functionality is available but model outputs are not as expected or has the app has minor or cosmetic defects.</p> <p>Workarounds or configurable options are generally available.</p>	<p>Acknowledgement Time: Maximum of 8 hours within Business Hours from the inquiry being made by the Customer.</p> <p>Resolution Time will be determined on a case-by-case basis after understanding client urgency. Typically, a response is achieved within 1-3 days.</p>

SCHEDULE "D"

PRICING

CLACKAMAS OFFER COMPONENTS: SOFTWARE

Agreement Terms		5 year term
Implementation Services		
	Software Implmentation	
	Wrangler service	
	Diagnostic module	
	Deployment module	\$50,000 1-time fee
	HQ module	
	Diagnostic & Deployment training workshop (virtual)	
	<i>[~ 10 weeks from receiving the data]</i>	
	<i>Data pipeline</i>	
Software Subscription		
	<i>Unlimited users Technical support yearly term</i>	
	HQ, Diagnostics, & Deployment modules	\$40,000 annually
	<i>4% annual escalation</i>	

All costs exclude approved pass-through costs (i.e., travel) and applicable taxes.

The implementation phase will have three invoices.

1. 25% upon signing the contract
2. 40% after the diagnostic phase, and
3. 35% at the end of the implementation phase.

The annual subscription fee will be invoiced on the first day of each subscription year.

Invoices are due net 30 days.

Pricing is based on electronic payment of all invoices via one of the methods outlined in Schedule "E".

SCHEDULE "E"
PAYMENT INFORMATION



200 – 10049 81 Avenue NW, Edmonton, AB T6E 1W7

US Payment Transfer Information

Financial Institution Information

Name of Bank:	[REDACTED]
Address:	[REDACTED]
Swift Code:	[REDACTED]
Bank Number:	[REDACTED]
Account Number:	[REDACTED]
Account Type:	[REDACTED]

Company Information:

Name:	Darkhorse Emergency Corp.
Address:	200 – 10049 81 Avenue NW, Edmonton, AB T6E 1W7 Canada
Contact Person:	Wendy Leigh
Telephone Numbers:	1-800-261-1832
Email Address:	AR@darkhorseemergency.com

Intermediary/Corresponding Bank - For Wire Transfers

ABA number:	[REDACTED]
Swift Code:	[REDACTED]

Intermediary/Corresponding Bank - For Cross-Border ACH Payments

ABA number:	[REDACTED]
--------------------	------------

SCHEDULE "F" CERTIFICATE OF INSURANCE



NFP Canada Corp.
#200, 17704 103rd Avenue
Edmonton, AB T6S 1J9

P 780.489.4961
F 780.486.0169
nfp.ca

CERTIFICATE OF INSURANCE

NAMED INSURED: Darkhorse Analytics Inc. and
Darkhorse Emergency Corp and
Darkhorse Visualization Corp
10507 Saskatchewan Drive NW
Edmonton, AB T6E 4S1

CERTIFICATE HOLDER: Clackamas Fire District

11300 SE Fuller Rd
Milwaukie OR 97222

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (MM/DD/YYYY)		LIMITS OF LIABILITY		
		FROM	TO			
GENERAL LIABILITY Per Occurrence * Contingent Employers Liability * Blanket Contractual Liability * Broad Form Property Damage * Cross Liability / Severability of Interest	Certain Underwriters as arranged by Lloyd's through CFC Underwriting				Per Occurrence	\$ 5,000,000
			04/04/2023	04/04/2024	General Aggregate	\$ 5,000,000
					Products/Completed Operations Aggregate	\$ 5,000,000
					Personal Injury & Advertising Liability	\$ 5,000,000
					Non-Owned Automobile	\$ 2,000,000
					Tenants Legal Liability	\$ 500,000
					Medical Expense Any One Person	\$ 25,000
					Employers Liability	\$ 1,000,000
PROPERTY * Per Occurrence	Underwriters at Lloyds under Agreement No. B1306C500432300				Per Occurrence	
			05/23/2023	05/24/2024	Contents	\$ 175,000
					Betterments	\$ 25,000
				Equipment breakdown	\$ 200,000	
TECHNOLOGY PROFESSIONAL LIABILITY	Certain Underwriters as arranged by Lloyd's through CFC Underwriting				Each Claim	\$ 2,000,000
			04/04/2023	04/04/2024	Technology Professional Aggregate	\$ 2,000,000
CYBER LIABILITY	Certain Underwriters as arranged by Lloyd's through CFC Underwriting				Limit	\$ 2,000,000
			04/04/2023	04/04/2024	Cyber Aggregate	\$ 2,000,000

ADDITIONAL INSURED/LOSS PAYABLE/LESSOR

Certificate Holder is added as Additional Insured on the CGL policy as required by written contract but only with respect to liability arising out of the operations of the Named Insured.

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail

30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

ADDITIONAL INFORMATION

DATE: 2023-05-31

PER: 
Carly Cust- Client Manager
carly.cust@nfp.ca

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Fire Chief Nick Browne
Date	June 26, 2023
Subject	Accepting/Affirming Election Results

Attached are the official results from the May 16, 2023, Special Election for Multnomah, and Clackamas Counties. Per ORS 255.295(1), once election results have become official the Fire District's Board of Directors is to accept/affirm the election results of the directors, and to adopt a resolution certifying the results of the Emergency Services Levy Measure. The Fire Chief will complete the Special District Director Results Confirmation Form that is signed and attached and send to the Clackamas County Clerk.

Recommendation:

Staff requests that the Board accept/affirm the election results from the Clackamas County Clerk per ORS 255.295(1) by adopting resolution #23-07 certifying the results. Staff also recommends that the Board of Directors confirm that all elected candidates to the Fire District offices are qualified to hold the office.



CLACKAMAS FIRE DISTRICT #1

Here for you

CLACKAMAS FIRE DISTRICT

RESOLUTION #23-07

Certifying results from the Emergency Services Levy for the May 16, 2023 Election

Whereas, the Board found that a five-year Local Option Levy at \$0.52 per \$1,000 assessed value annually would provide for much needed staffing across the District including 24/7 staffing at two rural stations, equipment, and operational costs over the term of the levy; and

Whereas, Clackamas Fire District submitted Measure 3-594 - a five-year Local Option Levy at \$0.52 per \$1,000 assessed value annually - to the voters of the district on the May 16th 2023 ballot to pay for operations as authorized under ORS Chapter 280 authorizes; and

Whereas, ORS 255.295(1) requires the Clackamas Fire District Board to certify the results for the May 16th 2023 Special District Results within 45-days of their receipt from the Clackamas County Clerk; and

Whereas, Clackamas Fire District received the results for the May 16th 2023 Special District Results from the Clackamas County Clerk on June 12th 2023; and

Whereas, the Board has duly reviewed the results;

Now, therefore, be it resolved, by the Board of Directors:

The May 16th 2023 Special District election results for Measure 3-594 are hereby certified; and the Fire Chief is hereby directed to file a certified copy of this resolution.

Adopted this date, June 26th

President, Board of Directors

Secretary, Board of Directors



Catherine McMullen
County Clerk

Elections Division

elections@clackamas.us 1710 Red Soils Court, Suite 100
503-655-8510 Oregon City, OR 97045

SPECIAL DISTRICT DIRECTOR RESULTS CONFIRMATION FORM

Please complete and return this form by **June 30, 2023**. For your convenience, you may submit via Email: elections@clackamas.us

Fax: 503.655.8461 or
Mail: 1710 Red Soils Ct,
Suite 100 Oregon City,
OR 97045

Clackamas County Fire District
11300 SE Fuller Rd.
Milwaukie, OR 97222

Contact: Nick Browne - Fire Chief
Phone: 503-742-2600

Below is a list of the successful candidates from the May 16, 2023 Special District Election. Please review them for eligibility to serve in your district and indicate in the Yes/No boxes next to their name.

Yes / No	Name	Position	Term
<input checked="" type="checkbox"/> <input type="checkbox"/>	Thomas T Joseph	Position 1	4 Year Term
<input checked="" type="checkbox"/> <input type="checkbox"/>	Marilyn Wall	Position 3	4 Year Term
<input checked="" type="checkbox"/> <input type="checkbox"/>	Jim Syring	Position 5	4 Year Term

Fire Chief Clackamas Fire 6/20/2023

Approved (Signature of Contact Person)

Multnomah County Elections - Official Precinct Results - Clackamas Fire District 1J
 May 16, 2023 Special District Election

Page: 1 of 3
 2023-06-08
 16:05:45

All Precincts, Clackamas Fire District 1J, All ScanStations, Clackamas County Fire District #1, Director, Position 1, Clackamas County Fire District #1, Director, Position 3, Clackamas County Fire District #1, Director, Position 5, All Boxes
 Total Ballots Cast: 8

Clackamas County Fire District #1, Director, Position 1 (Vote for 1)

Precinct	Total Votes	Gregg Ramirez		Thomas T. Joseph		Write-in		Over Votes	Under Votes
Precinct 4101	0	0	0.00%	0	0.00%	0	0.00%	0	0
Precinct 4608	3	2	66.67%	1	33.33%	0	0.00%	0	5
Total	3	2	66.67%	1	33.33%	0	0.00%	0	5

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.



 Tim Scott, Director of Elections
 Multnomah County, Oregon

All Precincts, Clackamas Fire District 1J, All ScanStations, Clackamas County Fire District #1, Director, Position 1, Clackamas County Fire District #1, Director, Position 3, Clackamas County Fire District #1, Director, Position 5, All Boxes
Total Ballots Cast: 8

Clackamas County Fire District #1, Director, Position 3 (Vote for 1)

Precinct	Total Votes	Marilyn Wall	Write-in	Over Votes	Under Votes
Precinct 4101	0	0 0.00%	0 0.00%	0	0
Precinct 4608	4	4 100.00%	0 0.00%	0	4
Total	4	4 100.00%	0 0.00%	0	4

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.



Tim Scott, Director of Elections
Multnomah County, Oregon

Multnomah County Elections - Official Precinct Results - Clackamas Fire District 1J
May 16, 2023 Special District Election

Page: 3 of 3
2023-06-08
16:05:45

All Precincts, Clackamas Fire District 1J, All ScanStations, Clackamas County Fire District #1, Director, Position 1, Clackamas County Fire District #1, Director, Position 3, Clackamas County Fire District #1, Director, Position 5, All Boxes
Total Ballots Cast: 8

Clackamas County Fire District #1, Director, Position 5 (Vote for 1)

Precinct	Total Votes	Jim Syring	Write-in	Over Votes	Under Votes
Precinct 4101	0	0 0.00%	0 0.00%	0	0
Precinct 4608	4	4 100.00%	0 0.00%	0	4
Total	4	4 100.00%	0 0.00%	0	4

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.



Tim Scott, Director of Elections
Multnomah County, Oregon

Question 3-594 (Vote for 1)

Precinct	Total Votes	Yes	No	Over Votes	Under Votes
Precinct 4101	0	0 0.00%	0 0.00%	0	0
Precinct 4608	8	3 37.50%	5 62.50%	0	0
Total	8	3 37.50%	5 62.50%	0	0

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.



Tim Scott, Director of Elections
Multnomah County, Oregon

Clackamas County Fire Director, Position 1 - Vote for one

Gregg Ramirez	18	17	0	35	17	0	52	52	198	26.26%
Thomas T Joseph	677	770	5	1,452	486	0	1,938	1,938	7,452	26.01%
Misc. Write-ins (W)	116	150	1	267	60	0	327	327	1,550	21.10%
Cast Votes	395	454	1	850	284	0	1,134	1,134	3,542	32.02%
Undervotes	0	0	0	0	4	0	4	4	29	13.79%
Overvotes	551	677	5	1,233	386	0	1,619	1,619	4,931	32.83%
Vote by Mail Ballots Cast	139	158	2	299	112	1	412	412	1,723	23.91%
Total Ballots Cast	360	82	0	210	58	0	268	268	905	29.61%
Registered Voters	400	539	6	1,199	450	0	1,649	1,649	5,152	32.01%
Turnout Percentage	403	28	0	59	25	1	85	85	525	16.19%
	404	182	1	379	185	0	564	564	2,001	28.19%
	405	258	6	516	238	0	754	754	2,825	26.69%
	406	110	1	243	99	0	342	342	1,259	27.16%
	410	392	3	840	181	0	1,021	1,021	4,885	20.90%
	411	438	6	922	284	0	1,206	1,206	3,830	31.49%
	412	268	1	611	198	0	809	809	2,599	31.13%
	413	22	0	50	18	0	68	68	317	21.45%
	414	94	1	197	71	0	268	268	1,012	26.48%
	415	67	0	165	35	0	200	200	525	38.10%
	416	486	2	1,090	312	0	1,402	1,402	5,175	27.09%

Precinct

100	18	17	0	35	17	0	52	52	198	26.26%
101	677	770	5	1,452	486	0	1,938	1,938	7,452	26.01%
102	116	150	1	267	60	0	327	327	1,550	21.10%
103	395	454	1	850	284	0	1,134	1,134	3,542	32.02%
104	0	0	0	0	4	0	4	4	29	13.79%
105	551	677	5	1,233	386	0	1,619	1,619	4,931	32.83%
359	139	158	2	299	112	1	412	412	1,723	23.91%
360	82	128	0	210	58	0	268	268	905	29.61%
400	539	654	6	1,199	450	0	1,649	1,649	5,152	32.01%
403	28	31	0	59	25	1	85	85	525	16.19%
404	182	196	1	379	185	0	564	564	2,001	28.19%
405	258	252	6	516	238	0	754	754	2,825	26.69%
406	110	132	1	243	99	0	342	342	1,259	27.16%
410	392	445	3	840	181	0	1,021	1,021	4,885	20.90%
411	438	478	6	922	284	0	1,206	1,206	3,830	31.49%
412	268	342	1	611	198	0	809	809	2,599	31.13%
413	22	28	0	50	18	0	68	68	317	21.45%
414	94	102	1	197	71	0	268	268	1,012	26.48%
415	67	98	0	165	35	0	200	200	525	38.10%
416	486	602	2	1,090	312	0	1,402	1,402	5,175	27.09%

May 16, 2023 Special District Election

5/16/2023

Page 114

Official Ballots

Run Time 9:00 AM

Run Date 06/12/2023

Clackamas County Fire Director, Position 1 - Vote for one

Precinct	Gregg Ramirez	Thomas T Joseph	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
417	113	191	0	304	73	0	377	377	1,678	22.47%
418	155	170	0	325	112	0	437	437	1,356	32.23%
419	287	286	0	573	184	0	757	757	2,801	27.03%
420	243	255	1	499	161	0	660	660	2,040	32.35%
421	288	247	0	535	159	1	695	695	3,954	17.58%
422	457	455	5	917	228	1	1,146	1,146	6,440	17.80%
423	0	0	0	0	0	0	0	0	0	0.00%
500	182	177	0	359	85	0	444	444	1,726	25.72%
501	717	628	1	1,346	296	0	1,642	1,642	4,737	34.66%
502	622	595	3	1,220	347	0	1,567	1,567	5,457	28.72%
503	547	612	2	1,161	369	0	1,530	1,530	4,383	34.91%
504	690	641	5	1,336	314	0	1,650	1,650	6,312	26.14%
506	357	443	3	803	235	1	1,039	1,039	3,861	26.91%
510	135	161	1	297	98	0	395	395	1,187	33.28%
511	343	344	0	687	238	0	925	925	2,793	33.12%
512	286	300	8	594	140	1	735	735	2,660	27.63%
513	15	24	0	39	17	0	56	56	191	29.32%
514	641	762	5	1,408	533	0	1,941	1,941	6,140	31.61%
516	45	45	0	90	44	0	134	134	501	26.75%
517	40	51	1	92	35	0	127	127	425	29.88%

Clackamas County Fire Director, Position 1 - Vote for one

Precinct	Gregg Ramirez	Thomas T Joseph	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
518	251	283	4	538	210	0	748	748	2,263	33.05%
600	620	671	4	1,295	407	0	1,702	1,702	6,561	25.94%
602	609	610	1	1,220	375	0	1,595	1,595	4,757	33.53%
604	870	1,089	6	1,965	672	0	2,637	2,637	8,107	32.53%
606	233	291	4	528	140	0	668	668	3,340	20.00%
608	293	361	1	655	241	0	896	896	3,553	25.22%
620	34	40	0	74	12	0	86	86	363	23.69%
622	319	341	4	664	155	0	819	819	2,782	29.44%
626	635	530	3	1,168	334	0	1,502	1,502	5,299	28.34%
628	118	155	0	273	66	0	339	339	1,202	28.20%
630	800	824	3	1,627	468	0	2,095	2,095	6,589	31.80%
Totals	15,807	17,296	106	33,209	10,251	6	43,466	43,466	153,893	28.24%

CERTIFIED COPY OF THE ORIGINAL
CATHERINE MCMULLEN, COUNTY CLERK

BY:



Clackamas County Fire Director, Position 3 - Vote for one

	Marilyn Wall	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
--	--------------	---------------------	------------	------------	-----------	---------------------------	--------------------	-------------------	--------------------

Precinct

100	21	0	21	31	0	52	52	198	26.26%
101	1,089	8	1,097	841	0	1,938	1,938	7,452	26.01%
102	177	1	178	149	0	327	327	1,550	21.10%
103	624	3	627	507	0	1,134	1,134	3,542	32.02%
104	0	0	0	4	0	4	4	29	13.79%
105	897	8	905	714	0	1,619	1,619	4,931	32.83%
359	220	2	222	190	0	412	412	1,723	23.91%
360	132	0	132	136	0	268	268	905	29.61%
400	737	12	749	900	0	1,649	1,649	5,152	32.01%
403	42	0	42	43	0	85	85	525	16.19%
404	249	1	250	314	0	564	564	2,001	28.19%
405	346	10	356	398	0	754	754	2,825	26.69%
406	167	2	169	173	0	342	342	1,259	27.16%
410	610	11	621	400	0	1,021	1,021	4,885	20.90%
411	681	14	695	511	0	1,206	1,206	3,830	31.49%
412	430	8	438	371	0	809	809	2,599	31.13%
413	39	0	39	29	0	68	68	317	21.45%
414	153	1	154	114	0	268	268	1,012	26.48%
415	91	0	91	109	0	200	200	525	38.10%
416	810	8	818	584	0	1,402	1,402	5,175	27.09%

Clackamas County Fire Director, Position 3 - Vote for one

Precinct	Marilyn Wall	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
417	199	0	199	178	0	377	377	1,678	22.47%
418	215	2	217	220	0	437	437	1,356	32.23%
419	425	9	434	323	0	757	757	2,801	27.03%
420	364	3	367	293	0	660	660	2,040	32.35%
421	431	1	432	263	0	695	695	3,954	17.58%
422	699	11	710	436	0	1,146	1,146	6,440	17.80%
423	0	0	0	0	0	0	0	0	0.00%
500	261	1	262	182	0	444	444	1,726	25.72%
501	1,050	6	1,056	586	0	1,642	1,642	4,737	34.66%
502	910	6	916	651	0	1,567	1,567	5,457	28.72%
503	802	6	808	722	0	1,530	1,530	4,383	34.91%
504	927	10	937	713	0	1,650	1,650	6,312	26.14%
506	580	13	593	446	0	1,039	1,039	3,861	26.91%
510	199	3	202	193	0	395	395	1,187	33.28%
511	450	2	452	473	0	925	925	2,793	33.12%
512	356	6	362	373	0	735	735	2,660	27.63%
513	32	0	32	24	0	56	56	191	29.32%
514	846	19	865	1,076	0	1,941	1,941	6,140	31.61%
516	57	1	58	76	0	134	134	501	26.75%
517	52	1	53	74	0	127	127	425	29.88%

Clackamas County Fire Director, Position 3 - Vote for one

Precinct	Marilyn Wall	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
518	349	5	354	394	0	748	748	2,263	33.05%
600	905	10	915	787	0	1,702	1,702	6,561	25.94%
602	845	9	854	741	0	1,595	1,595	4,757	33.53%
604	1,429	19	1,448	1,189	0	2,637	2,637	8,107	32.53%
606	394	9	403	265	0	668	668	3,340	20.00%
608	481	3	484	412	0	896	896	3,553	25.22%
620	56	0	56	30	0	86	86	363	23.69%
622	492	12	504	315	0	819	819	2,782	29.44%
626	899	13	912	590	0	1,502	1,502	5,299	28.34%
628	207	1	208	131	0	339	339	1,202	28.20%
630	1,134	14	1,148	947	0	2,095	2,095	6,589	31.80%
Totals	23,561	284	23,845	19,621	0	43,466	43,466	153,893	28.24%

CERTIFIED COPY OF THE ORIGINAL
CATHERINE MCMULLEN, COUNTY CLERK

BY:



Clackamas County Fire Director, Position 5 - Vote for one

Precinct	Jim Syring	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
100	22	0	22	30	0	52	52	198	26.26%
101	1,114	8	1,122	816	0	1,938	1,938	7,452	26.01%
102	194	1	195	132	0	327	327	1,550	21.10%
103	616	5	621	513	0	1,134	1,134	3,542	32.02%
104	0	0	0	4	0	4	4	29	13.79%
105	902	8	910	709	0	1,619	1,619	4,931	32.83%
359	215	5	220	192	0	412	412	1,723	23.91%
360	133	0	133	135	0	268	268	905	29.61%
400	757	23	780	869	0	1,649	1,649	5,152	32.01%
403	42	0	42	43	0	85	85	525	16.19%
404	258	2	260	304	0	564	564	2,001	28.19%
405	342	10	352	402	0	754	754	2,825	26.69%
406	172	1	173	169	0	342	342	1,259	27.16%
410	613	10	623	398	0	1,021	1,021	4,885	20.90%
411	687	14	701	505	0	1,206	1,206	3,830	31.49%
412	435	6	441	368	0	809	809	2,599	31.13%
413	39	0	39	29	0	68	68	317	21.45%
414	157	0	157	111	0	268	268	1,012	26.48%
415	91	0	91	109	0	200	200	525	38.10%
416	805	14	819	583	0	1,402	1,402	5,175	27.09%

Clackamas County Fire Director, Position 5 - Vote for one

Jim Syring	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
------------	---------------------	------------	------------	-----------	---------------------------	--------------------	-------------------	--------------------

Precinct	198	1	199	178	0	377	377	1,678	22.47%
417	198	1	199	178	0	377	377	1,678	22.47%
418	216	1	217	220	0	437	437	1,356	32.23%
419	424	8	432	325	0	757	757	2,801	27.03%
420	360	2	362	298	0	660	660	2,040	32.35%
421	437	3	440	255	0	695	695	3,954	17.58%
422	696	9	705	441	0	1,146	1,146	6,440	17.80%
423	0	0	0	0	0	0	0	0	0.00%
500	256	3	259	185	0	444	444	1,726	25.72%
501	1,049	10	1,059	583	0	1,642	1,642	4,737	34.66%
502	905	7	912	655	0	1,567	1,567	5,457	28.72%
503	786	6	792	738	0	1,530	1,530	4,383	34.91%
504	932	7	939	711	0	1,650	1,650	6,312	26.14%
506	579	10	589	450	0	1,039	1,039	3,861	26.91%
510	201	3	204	191	0	395	395	1,187	33.28%
511	460	1	461	464	0	925	925	2,793	33.12%
512	360	8	368	367	0	735	735	2,660	27.63%
513	31	0	31	25	0	56	56	191	29.32%
514	843	24	867	1,074	0	1,941	1,941	6,140	31.61%
516	57	3	60	74	0	134	134	501	26.75%
517	51	1	52	75	0	127	127	425	29.88%

Clackamas County Fire Director, Position 5 - Vote for one

Precinct	Jim Syring	Misc. Write-ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
518	350	8	358	390	0	748	748	2,263	33.05%
600	909	13	922	780	0	1,702	1,702	6,561	25.94%
602	849	7	856	739	0	1,595	1,595	4,757	33.53%
604	1,427	20	1,447	1,190	0	2,637	2,637	8,107	32.53%
606	393	6	399	269	0	668	668	3,340	20.00%
608	474	3	477	419	0	896	896	3,553	25.22%
620	55	0	55	31	0	86	86	363	23.69%
622	486	10	496	323	0	819	819	2,782	29.44%
626	881	14	895	607	0	1,502	1,502	5,299	28.34%
628	208	0	208	131	0	339	339	1,202	28.20%
630	1,122	13	1,135	960	0	2,095	2,095	6,589	31.80%
Totals	23,589	308	23,897	19,569	0	43,466	43,466	153,893	28.24%

CERTIFIED COPY OF THE ORIGINAL
CATHERINE McMULLEN, COUNTY CLERK

BY: 

Clackamas County Fire Measure 3-594 - Referred to the People by the District Board

Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
100	36	14	50	2	0	52	52	198	26.26%
101	971	792	1,763	175	0	1,938	1,938	7,452	26.01%
102	169	138	307	20	0	327	327	1,550	21.10%
103 & 104	563	478	1,041	97	0	1,138	1,138	3,571	31.87%
105	778	698	1,476	142	1	1,619	1,619	4,931	32.83%
359	185	222	407	5	0	412	412	1,723	23.91%
360	129	124	253	15	0	268	268	905	29.61%
400	748	826	1,574	74	1	1,649	1,649	5,152	32.01%
403	56	25	81	4	0	85	85	525	16.19%
404	223	325	548	16	0	564	564	2,001	28.19%
405	350	381	731	23	0	754	754	2,825	26.69%
406	139	194	333	9	0	342	342	1,259	27.16%
410	613	332	945	76	0	1,021	1,021	4,885	20.90%
411	605	498	1,103	103	0	1,206	1,206	3,830	31.49%
412	363	361	724	85	0	809	809	2,599	31.13%
413	41	22	63	5	0	68	68	317	21.45%
414	180	73	253	15	0	268	268	1,012	26.48%
415	106	79	185	15	0	200	200	525	38.10%
416	728	535	1,263	139	0	1,402	1,402	5,175	27.09%
417	204	148	352	25	0	377	377	1,678	22.47%

Canvass Results Report

Clackamas County

May 16, 2023 Special District Election

Official Ballots

Run Time 9:00 AM

5/16/2023

Run Date 06/12/2023

Page 240

Official Results

Registered Voters

90030 of 307970 = 29.23%

Precincts Reporting

114 of 114 = 100.00%

Clackamas County Fire Measure 3-594 - Referred to the People by the District Board

Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
418	202	213	415	22	0	437	437	1,356	32.23%
419	366	326	692	65	0	757	757	2,801	27.03%
420	344	252	596	64	0	660	660	2,040	32.35%
421	446	181	627	68	0	695	695	3,954	17.58%
422	676	389	1,065	81	0	1,146	1,146	6,440	17.80%
423	0	0	0	0	0	0	0	0	0.00%
500	287	130	417	27	0	444	444	1,726	25.72%
501	1,179	350	1,529	112	1	1,642	1,642	4,737	34.66%
502	913	531	1,444	123	0	1,567	1,567	5,457	28.72%
503	828	591	1,419	111	0	1,530	1,530	4,383	34.91%
504	959	585	1,544	106	0	1,650	1,650	6,312	26.14%
506	549	430	979	60	0	1,039	1,039	3,861	26.91%
510	202	171	373	22	0	395	395	1,187	33.28%
511	469	386	855	70	0	925	925	2,793	33.12%
512	396	293	689	46	0	735	735	2,660	27.63%
513	26	26	52	4	0	56	56	191	29.32%
514	883	909	1,792	149	0	1,941	1,941	6,140	31.61%
516	70	56	126	8	0	134	134	501	26.75%
517	82	44	126	1	0	127	127	425	29.88%
518	434	290	724	24	0	748	748	2,263	33.05%

Clackamas County Fire Measure 3-594 - Referred to the People by the District Board

Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
600	979	654	1,633	69	0	1,702	1,702	6,561	25.94%
602	919	622	1,541	54	0	1,595	1,595	4,757	33.53%
604	1,339	1,196	2,535	102	0	2,637	2,637	8,107	32.53%
606	406	236	642	26	0	668	668	3,340	20.00%
608	482	369	851	45	0	896	896	3,553	25.22%
620	50	23	73	13	0	86	86	363	23.69%
622	496	260	756	63	0	819	819	2,782	29.44%
626	962	399	1,361	141	0	1,502	1,502	5,299	28.34%
628	196	110	306	33	0	339	339	1,202	28.20%
630	1,165	736	1,901	194	0	2,095	2,095	6,589	31.80%
Totals	23,492	17,023	40,515	2,948	3	43,466	43,466	153,893	28.24%

CERTIFIED COPY OF THE ORIGINAL
CATHERINE MCMULLEN, COUNTY CLERK

BY:



QUALIFICATIONS TO HOLD OFFICE IN SPECIAL DISTRICTS

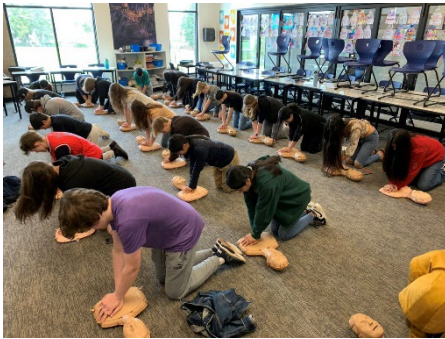
TYPE OF DISTRICT	ORS REFERENCE	QUALIFICATIONS
Water Supply	264.410	Elector of District If fewer than 100 electors in district, any land-owner who pays taxes on the property and is a registered elector anywhere in the state.
Cemetery Maintenance	265.050	Elector of District
Park & Recreation	266.310	Elector of District
Transportation	267.540	Resident of District
School	332.018	Elector of District and resident for one year immediately preceding election (resident of Zone if applicable)
Education Service District	334.090	Elector of Zone & resident for one year immediately preceding election.
Community College	341.326	Elector and resident of Zone.
Sanitary	450.045	Elector of District or owner
Water Authority	450.650	Elector of District
Rural Fire Protection	478.050	Elector of District OR owner of land in District (resident of Zone if applicable).
Water Control	553.210	Landowner within District; need not reside in District.

FIRE CHIEF'S REPORT

MAY 2023



New bay doors at Station 1



Pub Ed in our schools



Residential Fire in Happy Valley

Highlights

- Wellness staff conducted annual fitness testing on career firefighters during FIT mask testing at Station 10.
- With the official passing of the Fire District Levy, staff are out in the community thanking them for their support. Additionally, the Fire District is working on communication plans and strategies for the Levy to ensure we are consistently sharing organizational progress related to the community's support of the Levy.
- A Lieutenant promotional process, corresponding chief interviews, and special civil service meeting were conducted.
- FMO has issued 2 public firework display applications (Waverly Country Club, City of Happy Valley) and 37 sales permits.
- Many departments were preparing for the July 1 start of the contract with Sandy Fire.
- Improvements to Station 1 including new bay doors and concrete work were completed.

Notable Events/Calls

- May 5 – Single vehicle crash into the Timber Tavern in Boring caused significant damage and injured 5 patrons. Crews quickly triaged the scene and treated the injured.
- May 4 - Crews extinguished a house fire in Oregon City on Leland Road.
- May 8 – The East Battalion had a well involved shop fire with exposures involved.
- May 9 - Fire was reported at the Metro station in Oregon City. The incident posed a HazMat concern and was quickly mitigated by our crews using foam.
- May 18 – An early morning fire was reported in Happy Valley. Crews had a well involved and extremely hot fire to put out. The fuel load was tremendous and crews did a great job of mitigating the emergency.
- May 21 - Crews had a challenging 2 alarm fire with a roof collapse in Damascus. This was an extended incident on a hot day.
- May 27 - Two multiple alarm brush fires taxed resources in the South Battalion. Crews continue to do an amazing job at mitigating the increasing number of fires.

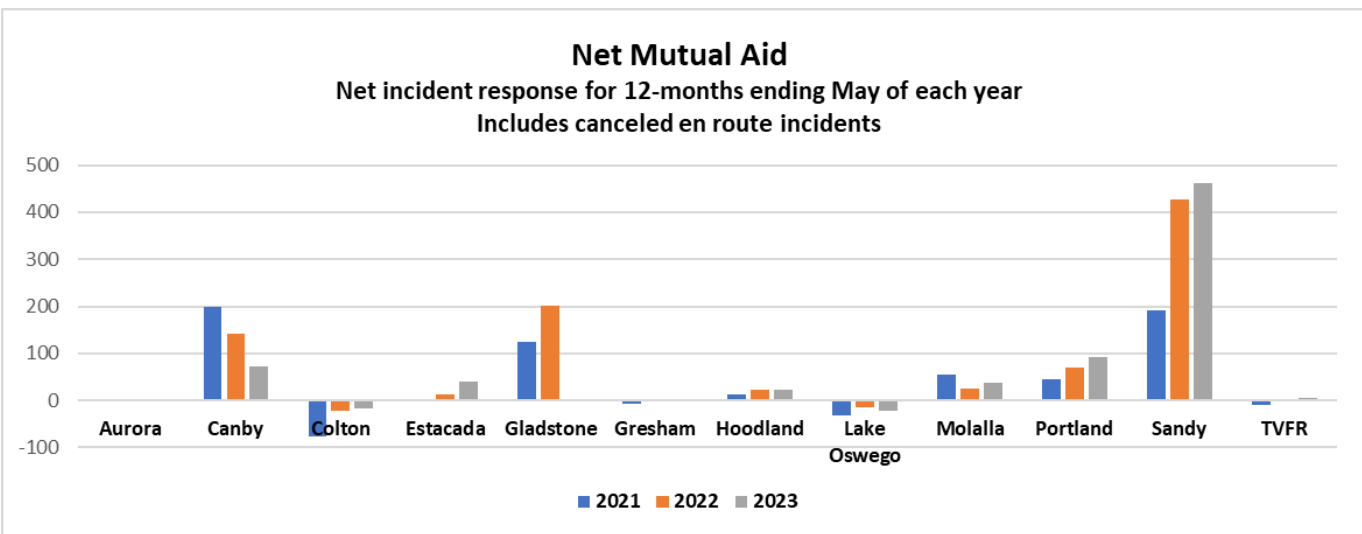
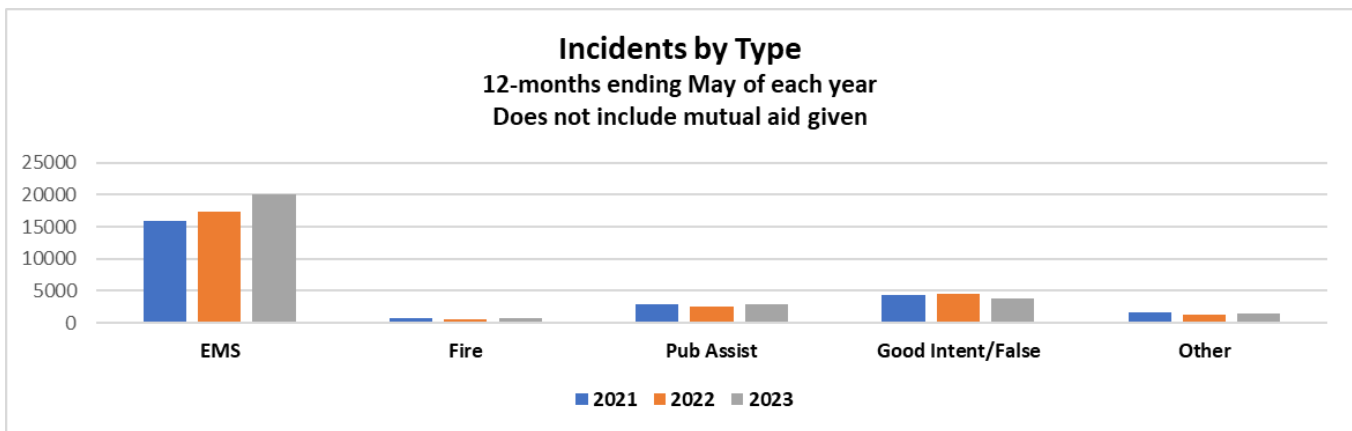
FIRE CHIEF'S REPORT

MAY 2023

Organizational Data

Volunteers

Training		Events	Duty Shifts	Station 12	Station 13	Station 21	Support
# of Drills	5	1	Nights	12/31	1/31	10/31	8/31



Average Company Time Committed	
Time: 213 hours and 12 minutes	Percent of Month: 31.15%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

FIRE CHIEF'S REPORT

MAY 2023

Staffing

	Response	Risk Reduction	Crew 30	Staff	FF Vols	Support Vols
Allocated	263	12	20	55		
Filled	246	8	20	52	13	14
Academy	6	0			8	1

New Hires

- Chelsey Pohl – Logistics Specialist

Promotions

- None

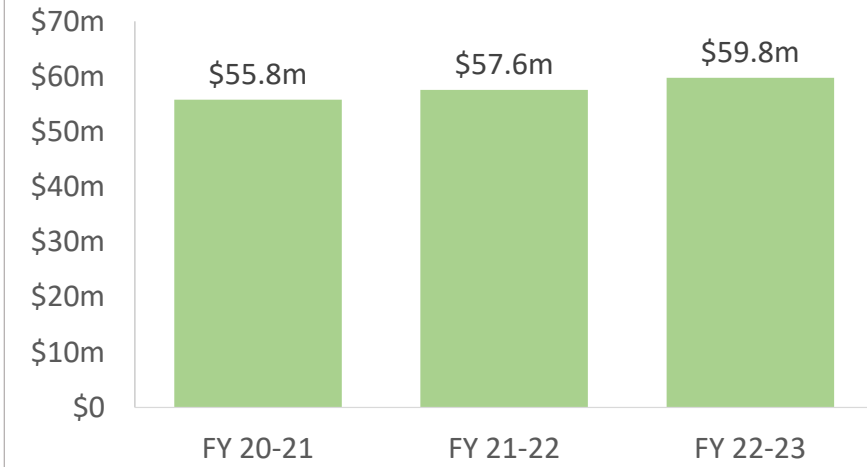


FINANCIAL REPORT

Period Ending May 31, 2023

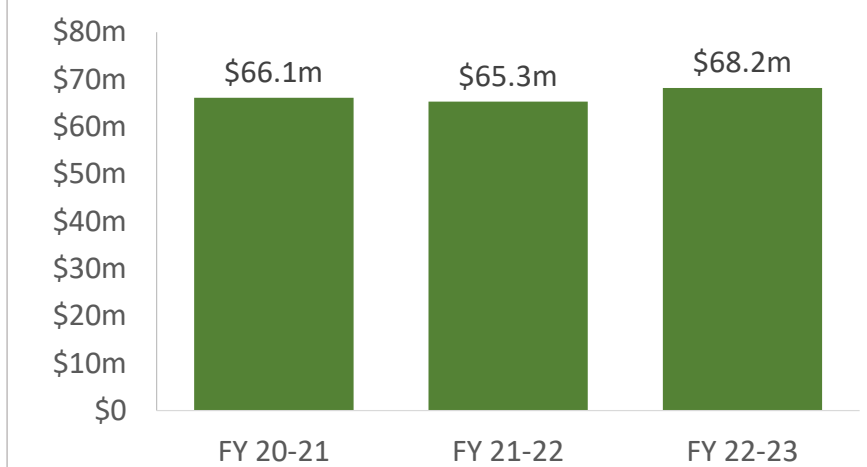
General Fund Property Tax Revenues

Through May



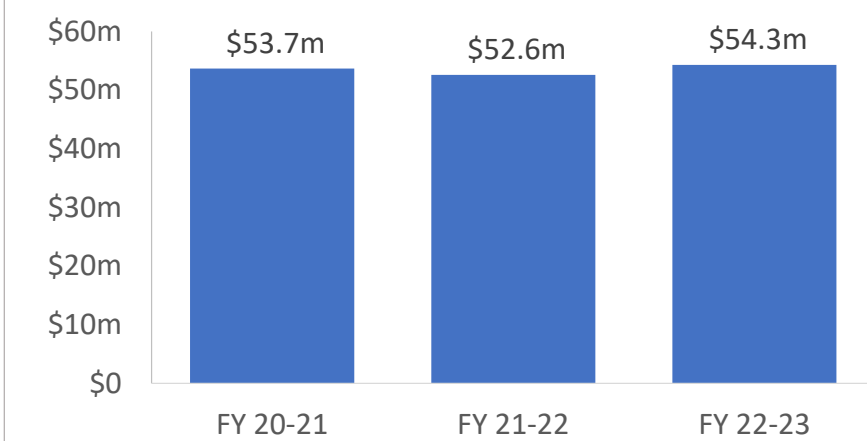
General Fund Total Revenue

Through May



General Fund Salary & Benefits

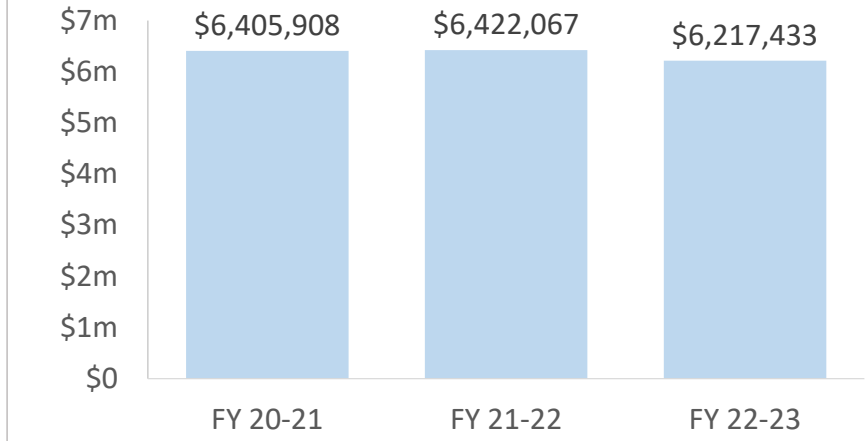
Through May



90.9% of FY budget spent

General Fund Overtime

Through May



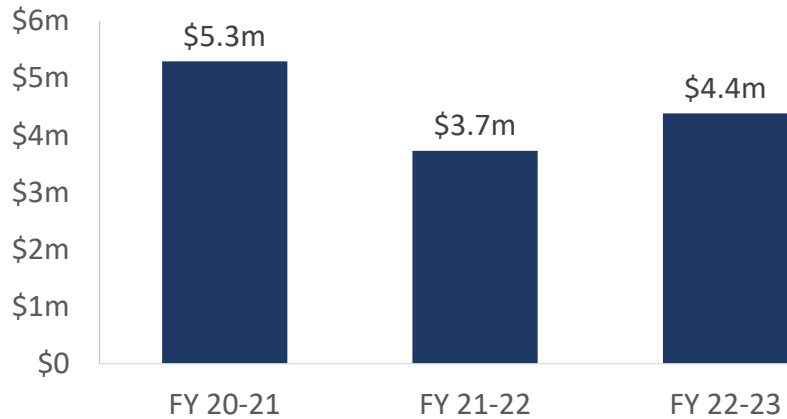
90.0% of FY budget spent



FINANCIAL REPORT

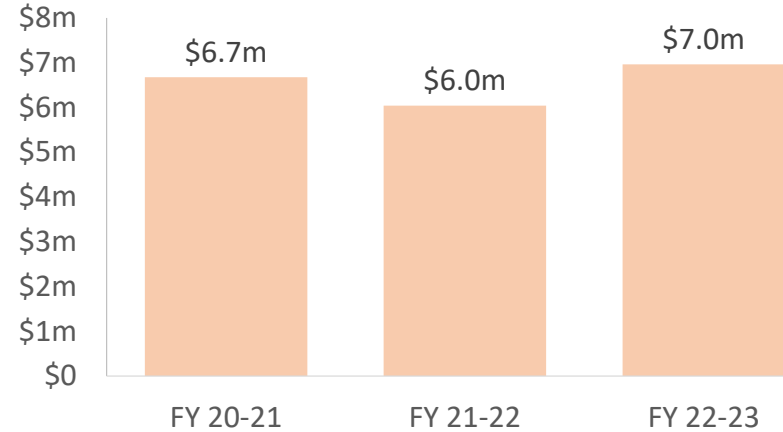
Period Ending May 31, 2023

General Fund Health Claim Expenses
Through May



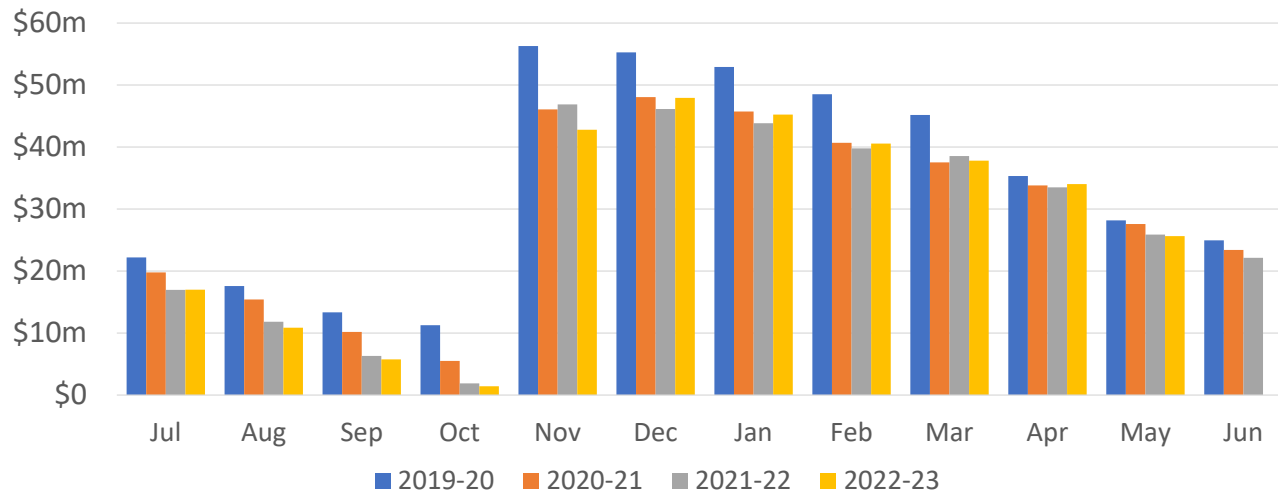
87.7% of FY budget spent

General Fund Materials and Services
Through May



93.5% of FY budget spent

Month-End Cash Balance, All Funds





10 - GENERAL FUND

Budget to Actual Report for Period Ending
May 31, 2023

Clackamas Fire District #1

	Adopted Budget	Revised Budget	Actual YTD	% of Budget
Beginning Fund Balance	\$15,135,000	\$15,135,000	\$15,599,606	103.1%
<i>Revenues</i>				
Tax Revenue	\$61,216,000	\$61,371,000	\$59,758,711	97.4%
Interest	\$310,000	\$730,000	\$599,474	82.1%
EMS Revenue	\$1,990,000	\$2,275,000	\$2,195,183	96.5%
Contract Revenue	\$3,231,475	\$3,256,475	\$3,121,975	95.9%
Conflagration Revenue	\$0	\$975,000	\$972,159	99.7%
Grants	\$75,000	\$95,000	\$0	0.0%
Other Revenue	\$1,402,380	\$1,464,880	\$1,532,146	104.6%
Transfers In	\$70,600	\$70,600	\$23,600	33.4%
Total Revenues	<u>\$68,295,455</u>	<u>\$70,237,955</u>	<u>\$68,203,247</u>	<u>97.1%</u>
<i>Expenditures</i>				
Fire Chief's Office	\$487,527	\$487,527	\$470,900	96.6%
Emergency Services	\$47,553,333	\$49,851,223	\$45,867,572	92.0%
Business Services	\$17,251,295	\$16,820,905	\$14,929,802	88.8%
Debt Service	\$2,811,300	\$2,811,300	\$2,537,879	90.3%
Transfers Out	\$192,000	\$679,600	\$0	-
Contingency	\$2,702,580	\$2,289,980	\$0	-
Total Expenditures	<u>\$70,998,035</u>	<u>\$72,940,535</u>	<u>\$63,806,154</u>	<u>87.5%</u>

Investment Report

District holdings as of 05/31/23

Investment	Maturity Date	Purchase Price	Coupon Payments	Settlement Value	Net Earnings	Interest Rate
Treasury Note	5/31/2023	\$3,919,326	\$5,000	\$4,000,000	\$85,674	4.35%
Treasury Note	6/30/2023	\$3,903,905	\$5,000	\$4,000,000	\$101,095	4.42%
		\$7,823,231	\$10,000	\$8,000,000	\$186,769	

Local Government Investment Pool (LGIP)

District Balance	\$16,270,266
Interest Rate	4.05%

Matured Investments

Investment	Maturity Date	Purchase Price	Coupon Payments	Settlement Value	Net Earnings	Interest Rate
Treasury Bill	2/28/2023	\$2,970,364	-	\$3,000,000	\$29,636	4.05%
Treasury Bill	3/30/2023	\$2,960,322	-	\$3,000,000	\$39,678	4.05%
Treasury Bill	4/27/2023	\$7,862,953	-	\$8,000,000	\$137,047	4.27%
Treasury Bill	5/25/2023	\$2,968,538	-	\$3,000,000	\$31,462	4.44%



Finance Department

625 Center Street | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-3339

June 15, 2023

Clackamas Fire District
Attn: Mark Whitaker
11300 SE Fuller Rd
Milwaukie OR, 97222

Dear Mr. Whitaker,

The Oregon City Urban Renewal Commission (URC) met on June 7, 2023, to adopt the 2023-2025 biennial budget, make appropriations, and declare the tax increment for the 2023-24 and 2024-25 fiscal years for the Downtown/North End Urban Renewal District. At that meeting, the URC reached a decision to set the incremental assessed value at \$0 for 2023-24 and at 25% (approximately \$55,165,000) of the maximum incremental assessed value (approximately \$220,000,000) for 2024-25. Staff were directed to return to the URC on June 21, 2023, with a revised budget and resolution reflecting these changes. The result of the URC's decision is to reduce the amount of money that it collects and, therefore, will most likely increase the property taxes available to you.

In accordance with Oregon Revised Statutes (ORS) 457.445(3), before taking formal action to limit collections under a plan for a single fiscal year, the urban renewal agency shall consult and confer with each taxing district affected by the urban renewal plan. Each taxing district received a phone call from me on June 14 or June 15, resulting in either a direct conversation with staff or a voice mail as to the nature of the call.

As noted above, the effect of a decision to limit the collections of taxes for the Oregon City Urban Renewal Agency means that the collection of property taxes by your district should increase. Unfortunately, until the tax assessor performs the tax calculations, we cannot know the amount of the increased collections. However, I have included below a chart that identifies the amount of taxes that were assessed against the tax increment and, therefore, went to the URC from each taxing district in 2022-23.

<u>District</u>	<u>2022-23 Amount</u>	<u>District</u>	<u>2022-23 Amount</u>
Oregon City School District	\$ 1,041,239.34	Clackamas ESD	\$ 77,228.79
City of Oregon City	925,204.72	Metro	19,963.74
Clackamas County	504,482.62	Port of Portland	14,600.84
Clackamas Fire District	503,714.19	County Extension & 4H	10,374.60
Clackamas Community College	116,803.73	County Soil Conservation	10,374.60
County Library	83,376.43	Vector Control	1,152.99
		Total	\$ 3,308,516.59

Source: Clackamas County Tax Records

The Oregon City Urban Renewal Agency welcomes your response to both the telephonic outreach and this letter. Please send any input or impact this decision may have on your taxing district or questions you may have about this topic. Ways to participate in the June 21, 2023, Urban Renewal Commission meeting include:

- Attend in person at Libke Public Safety Facility, Commission Chambers, 1234 Linn Ave, Oregon City at 6:00 pm
- Register to provide electronic testimony (email recorderteam@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
- Email recorderteam@orcity.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

The meeting packet may be found at the following website location:

<https://mccmeetings.blob.core.usgovcloudapi.net/oregoncity-pubu/MEET-Packet-8d2cabe61a70419893d0d5c4485d592e.pdf>.

Please note that the proposed decision is only for the 2023-24 and 2024-25 fiscal years. If you have any questions, please contact me at (503) 496-1525.

Respectfully,






Matt Zook
Finance Director

CORRESPONDENCE


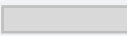

C-1 Social Media Comments

Thankful to E306 crew for rescuing a dog who fell 25 ft. down a cliffside, May 2:





 
Great job you guys
The Good Guys to the rescue again!
Like Reply Hide 6w 

  @clackamasfire thank you guys for saving my family dog!!! You guys are the best at everything truly we looked for hours for her, I can't tell you all how grateful we are 




Thankful to the E322 crew and Pub. Ed. Specialist Tammy Owen for the station tour, May 3:

 
Thank you Tammy, and the crew for having us! My girls had a wonderful time!! We appreciate you taking the time to host us.
Like Reply Hide 6w 


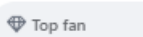


Thankful to the T316 crew for kindergarten station tour, May 10:

   Top fan
Great job, interfacing with kids is very important in developing trust and understanding of the firefighters job.
Like Reply Hide 5w 


Thankful to T316 crew for helping girl scout troop with their first aid badge and station tour, May 11:




  That's so sweet! They will never forget this great opportunity with you. Thanks 

Thankful for the cold-water safety message, May 14:


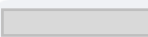
   Top fan
Thanks, valuable information!
Like Reply Hide 3w 


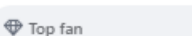

Thankful to crews who responded to a shop/barn fire, May 15:

 clackamas911 Always proud of the work you do!
4w Reply

  Pretty sure I saw the smoke from this one. THANK YOU THANK YOU THANK YOU!!! 

Thankful to the District for our EMS professionals during EMS Week, May 23:

 
Thank you for your service!
Like Reply Hide 2w

   Top fan
Awesome people !!
Like Reply Hide 2w

INFORMATIONAL ITEMS

- I – 1 THE CHIEF May 1, 2023 "\$5M Grant: Preparedness, Incident Response Equipment Grant" https://www.thechiefnews.com/news/5m-grant-preparedness-incident-response-equipment-grant/article_04901836-e82c-11ed-aceb-efe8779e88ba.html
- I – 2 KATU NEWS May 2, 2023 "Clackamas Fire rescues dog from ravine in Happy Valley" <https://katu.com/news/local/clackamas-fire-rescues-dog-from-ravine-in-happy-valley>
- I – 3 KATU NEWS May 3, 2023 "WATCH: Clackamas Fire District provides thrilling 'Helmet Cam' of Beaver Creek housefire" <https://katu.com/news/local/watch-clackamas-fire-district-provides-thrilling-helmet-cam-of-beaver-creek-housefire>
- I – 4 KOIN NEWS, May 11, 2023 "First responders, fire crews expect more calls than usual during weekend heat wave" <https://www.koin.com/news/oregon/first-responders-expect-more-calls-than-usual-during-weekend-heat-wave/>
- I – 5 KOIN NEWS May 11, 2023 "A matter of minutes': Fire restrictions enacted in Northwest Oregon during spring heatwave" <https://www.koin.com/local/clackamas-county/fire-restrictions-enacted-in-clackamas-county-prior-to-spring-heatwave/>
- I – 6 OREGONIAN, May 12, 2023 "Portland weekend highs at 'advisory' levels, still will hit 90. Friday's high near 87" <https://www.oregonlive.com/weather/2023/05/portland-weekend-highs-at-advisory-levels-still-will-hit-90-fridays-high-near-87.html>
- I – 7 KGW NEWS, May 13, 2023, "Clackamas Fire warns High Rocks Park visitors of dangers during hot weekend" <https://www.kgw.com/article/news/local/high-rocks-park-warning-firefighters-visitors-dangers-during-hot-weather/283-c1309c5f-1965-458f-aaf3-abb40d6b572d>
- I – 8 KOIN NEWS, May 15, 2023 "Clackamas voters to decide on fire district's first-ever levy" <https://www.koin.com/local/clackamas-county/clackamas-voters-to-decide-on-fire-districts-first-ever-levy/>
- I – 9 KOIN NEWS, May 16, 2023 "Gresham, Clackamas voters weigh in on safety levies" <https://www.koin.com/news/elections/gresham-safety-levy-election-results-05162023/>
- I – 10 OREGONIAN, May 16, 2023 "Oregon election: Today is the last day to vote" <https://www.oregonlive.com/politics/2023/05/oregon-election-deadline-nears-tuesday-is-the-day.html>

- I – 11 KOIN NEWS, May 17, 2023 “Clackamas Fire District levy passage looks likely with preliminary election results”
<https://www.koin.com/news/elections/clackamas-fire-district-levy-passage-looks-likely-with-preliminary-election-results/>
- I – 12 KOIN NEWS, May 18, 2023, “Additional funding creates more firefighter apprenticeship positions in Oregon”
<https://www.koin.com/news/wildfires/additional-funding-creates-more-firefighter-apprenticeship-positions-in-oregon/>
- I – 13 KOIN NEWS, May 18, 2023 “Tree fire spreads to Happy Valley home, residents evacuate” <https://www.koin.com/local/clackamas-county/tree-fire-spreads-to-happy-valley-home-residents-evacuate/>
- I – 14 KATU NEWS, May 22, 2023, “Fire agencies train landlords on multi-family housing fire safety” <https://katu.com/news/local/fire-agencies-train-landlords-on-multi-family-housing-fire-safety>
- I – 15 KVAL NEWS, May 30, 2023 “7K Fire mop-up progresses quickly, all spot fires heat- and fire-free, officials say” <https://kval.com/news/local/7k-fire-mop-up-progresses-quickly-all-spot-fires-heat-and-fire-free-officials-say>